G.R. III

UN LIVRE DES ENTRIES:

Contenant auxi un

REPORT

DES

Reſolutions del Court

SUR DIVERSE

EXCEPTIONS

Priſes as

PLEADINGS,

ET

Sur auters Matters en Ley;

Surdant (pur la plupart) en le Court de *COMMON-BANK*,
enter le 34 An del Roy CHARLES le Second, & le
2 An del Raigne de ſa preſent Majeſty, la Roigne ANNE.

ET ASCUNS
OBSERVATIONS ſur diverſe de les PRESIDENTS,
cybien ceux queux ne fueront unques debate en Court,
come ſur pluſieurs de les auters.

Oveſque deux TABLES, l'un de les Noſmes
des Caſes, & l'auter des Matters contenus en yceux.

VOL. I.

Par Sir **EDWARD LUTWYCHE**, *Chivaler*,
Nadgares un des Juſtices del Bank.

Alloue & Approve per le Seignior Keeper, & per tout les Tres-Reverend
Judges de la Ley.

London, Printed by the Aſſigns of *Richard* and *Edward Atkins* Eſqs;
for **Charles Harper** at the *Flower-de-Luce*, and **Alexander Boſvile**
at the *Dial and Bible*, both againſt St. *Dunſtan*'s Church in *Fleet-
ſtreet*. 1704.

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Abatement.

Smalwood & al' v. *Eveſque de Coventry* &c. et al'.

Intrat' Paſch' 31 Eliz. Rot. 349.

Derb' ſſ. Willielmus Coventr' & Litchfieldenſis Epūs & Walterus Marſh Cl'icus ſum̄ fuer' ad reſpond' Humfrido Smallwood Ricardo Sale Clerico & Thome Sale Clerico Executoribus Teſtamenti Willielmi Sale Clerici de placito quod permittant ipſos p̄ſentare idoneam perſonam ad Archidiaconat' de Derby qui in vita p̄dicti Willielmi Sale vacavit & adhuc vacat & qui ad donac̄onem ipſius Willielmi in vita ſua ſpectavit & modo ad donac̄onem p̄dict' Humfridi Ricardi & Thome Executoꝝ Teſtamenti p̄dc̄i Willielmi &c. ſpectat Et unde idem Humfridus Ricardus & Thomas ꝑ Galkin Phillips Attorñ ſuū dic' quod quidam Thomas Beauchamp nuꝑ Coventr' & Litcħ Epūs p̄deceſſor p̄dc̄i nunc Epī fuit ſeiſit' de Advocatione Archidiaconat' p̄dc̄i ut de uno groſſo ꝑ ſe ut de feodo & jure in jure Epiſcopat' ſui p̄dc̄i Et ſit inde ſeiſit' exiſteñ Archidiaconat' ill' vacantem contulit cuidam Luce Gilpin Clerico ſuo & eum in corporal' poſſeſſionem Archidiaconat' illius poni fecit tempore pacis tempore Domine Regine nunc p̄dictqꝫ nuꝑ Epiſcopus de p̄dc̄a Advocatione Archidiaconatus illius in forma predc̄a ſeiſit' exiſtens poſtea apud Derby in Com̄ predict' obijt de tali ſtatu ſuo inde ſeiſit' poſt cujus mortem predict' Willielmus nunc Epiſcopus in Epiſcopum Epiſcopatus p̄dict' debit' elect' & conſecrat' fuit per quod idem nunc Epiſcopus fuit ſeiſit' de p̄d Advocac̄one Archidiaconat' p̄d ut de uno groſſo per ſe ut de feodo & jure in jure Epiſcopat' ſui p̄dict' Et ſic inde ſeiſit' exiſteñ idem nunc Epiſcopus viceſimo ſecundo die Februarij anno regnĩ Domine Regine nunc xxiij. apud Derby p̄dict' per quoddam ſcript' ſuum quod ijdem Humfridus Ricardus & Thomas ſigillo

Quare Imp. per Execut' a preſent' al Archdeaconry.

Predeceſſor de Eveſque ſeiſie en groſſe.

Collat' de Luce Gilpin.

Eveſque moruſt.

Deſt' elect, &c.

Grant de Advowſon al Jo. Becon pur 21 ans.

Aſſignment al Teſtator del Plaintiff.

Gilpin le Incumbent moruſt en le vie de Teſtat'.

pꝛedict' nunc Epiſcopi ſignat' hic in Cur' ꝓferunt cujus dat' eſt eiſdem die & anno conceſſit cuidam Johanni Becon nominac̄onem p̃ſentac̄onem Advocac̄onem liberam diſpoſic̄onem ac jus patronat' Archidiaconat' pꝛedict' habend' & tenend' ſibi & aſſignat' ſuis ꝑ termino viginti & unius annoꝛum a dat' ejuſdem ſcripti pꝛox' ſequen' & plenar' complend' Virtute cujus conceſſionis idem Johannes Becon fuit de pꝛedict' Advocac̄one Archidiaconat' pꝛedict' poſſeſſionat' Et ſic poſſeſſionat' exiſten' ac̄ pꝛedict' Luca Gilpin in foꝛma pꝛedict' ſeiſit' exiſten' de Archidiaconat' pꝛedict' ut de feodo & jure in jure Archidiaconat' pꝛedict' Idem Johannes Becon poſtea ſcilicet viceſimo quinto die Octobꝛis anno regni Domine Regine nunc xxiv. apud Derby pꝛedict' per quoddam ſcriptum ſuum quod iidem Humfridus Ricardus & Thomas ſigillo pꝛedict' Johannis Becon ſignat' hic in Cur' ꝓferunt cujus dat' eſt eiſdem die & anno conceſſit & aſſign' totum Jus Titulum & Intereſſe ſua de & in pꝛedict' Advocac̄one Archidiaconat' pꝛedict' pꝛefat' Willielmo Sale virtute cujus conceſſionis idem Willielmus Sale fuit de pꝛedict' Advocac̄one Archidiaconat' pꝛedict' poſſeſſionat' Et ſic inde poſſeſſionat' exiſten' Archidiaconat' pꝛedict' vacavit in vita pꝛedict' Willielmi Sale ꝑ moꝛtem pꝛedict' Luce Gilpin & adhuc vacans exiſtit Et ea rōne ad pꝛedict' Willielmum Sale idoneam perſonam ad Archidiaconat' p̃dict' pertinuit p̃ſentare Poſteaq; ſcilicet xiiij die Julij anno regni dicte Domine Regine nunc xxx. p̃dict' Willielmus Sale condidit Teſtamentum ſuum & per idem Teſtamentum ſuum ipſos Humfridum Ricardum & Thomam Executoꝛes ejuſdem Teſtamenti conſtituit & oꝛdinavit Ac poſtea idem Willielm' Sale ibidem viij die Julij nunc pꝛox' p̃terit' obijt Et ea rōne ad ipſos Humfridum Ricardum & Thomam idoneam perſonam ad Archidiaconat' pꝛed' ad pꝛeſens pertinet pꝛeſentare Et pꝛed' nunc Epiſcopus & Walterus pꝛefat' Willielmum Sale in vita ſua injuſte impediveverunt in nunc retardac̄onem execuc̄onis Teſtamenti pꝛedict' Willielmi Sale unde dic' quod deterioꝛat' ſunt & dampnum habent ad valenciam 300l. Et inde pꝛoduc' ſectam &c. Et pꝛoferunt hic in Cur' Literas Teſtamentarias pꝛed' Willielmi Sale ꝑ quas ſatis liquet Cur' hic ipſos Humfridum Ricardum & Thomam foꝛe Executoꝛes Teſtamenti pꝛed' & inde h̃ere Adminiſtrac̄onem &c.

Plea en abatement.

Oyer de br̃e.

Et pꝛed' Ep̃us & Walterus ꝑ Johannem Lutwich Attoꝛn' ſuum ven' & defend' vim & injur' quando &c. & pet' audit' Br̃is Oꝛiginalis p̃dcoꝝ Executoꝝ & eis legitur in hec verba: Elizabetha Dei Gꝛatia Angl Franc & Hibernie Regina Fidei Defenſoꝛ fenſor &c. Vic' Derby ſalutem Precipe Willielmo Coventr' & Lich Epiſcopo & Waltero Marſh Clerico quod juſte & ſine dilatione ꝑmittant Humfridum Smalwood Ricardum Sale Clericum & Thomam Sale Clericum Executores Teſtamenti Willielmi Sale Clerici preſentare idoneam perſonam ad Archidiaconat' de Derby qui in vita predict' Willielmi Sale vacavit & adhuc vacat & qui ad donationem ipſius Willielmi in vita ſua ſpectavit & modo ad donationem predictorum Humfridi & Thome Executor' Teſtamenti predict' Willielmi ſpectat ut dic' Et unde queruntur quod p̄dict' Epiſcopus & Walterus p̄fat' Willielmum Teſtatorem ipſor' Humfridi Ricardi & Thome cujus Executores ipſi ſunt in vita ejuſdem Willielmi injuſte impediverunt in nunc retardationem executionis Teſtamenti predict' Willielmi Et niſi fecerint & predict' Humfridus Ricardus & Thomas fecerint te ſecurum de clamore ſuo proſ' tunc ſum̄ per bonos ſum̄ predictos Epiſcopum & Walterum quod ſint coram Juſticiar' noſtris apud Weſtm' a die Sancti Michis in xv dies oſtens' quare non fecerint Et heas ibi ſum̄ & hoc Bre teſte meiqſo apud Weſtm̄ xxix die Julij anno regni noſtri xxx. Quo lecto & audito ijdem Epiſcopus & Walterus dic' Qd' non habetur aliqua forma alicujus Brevis de Quare Impedit in Regiſtro Brevium Original' pro Executore vel Executoribus alicujus ꝑſone de impedimento facto teſtatori ad preſentand' ad aliquam Eccleſiaſticam Dignitatem Qd ꝗ ꝑ Breve p̄dict' ſupponitur qd' predict' Archidiaconat' vacans exiſtit in quo caſu predict' Executores impetrare potuiſſent Breve de Quare Impedit de impediment' eis facto poſt mortem predict' teſtatoris Acetiam Breve predict' continet in ſe duplex impediment' unum prefat' Teſtatori & aliud prefat' Executoribus. Acetiam per Bre predict' ſupponitur impediment' predict' quod factum fuit prefat' Teſtatori in vita ſua fore impediment' fact' in retardation' executionis predict' Teſtamenti quod nullo modo fieri potuit Et hoc parat' ſunt verificare unde ex quo Breve predict' in forma predict' impetrat' non warrantizatur ꝑ Regiſtrum Brevium Original' ijdem Epiſcopus & Walterus pet' Judicm' de Breve illo ſic impetrat' &c. Demurrer & Joinder en Demurrer.

CEſt Caſe eſt report en *Savil* 94. lou eſt diſt que un diſturbance en le vie del Teſtator fuit alledge en le brief, & auxi un auter diſturbance en le temps del Executors ; mes appiert per le Record que eſt forſq; un diſturbance mention en le vie del Te-

ſtator, Jeo ay view le Record de ceſt Caſe, & eſt nul Judgement enter en le Roll; mes eſt auter Action port pur meſme le Archdeaconry, quel *intratur Paſch'* 32 *Eliz. Rot.* 2165. Et ceſt Caſe eſt auxi report en *Savil* 118.

ET ore Jeo prendra occaſion en ceſt primer lieu a monſtre que pur avoidance d'un impertinent prolixity; nul common general Demurrers ſeront incert en ceſt liver, enter queux Jeo compute touts tiels Demurrers en queux cauſes ſont monſtre come enſuiſt, *viz. Quod placitum eſt repugnans duplex incert' & caret forma*, ou a ceſt effect, que come eſt diſt en un Report que Jeo ay, le Ch. Juſtice *Hale* appel un Mouſetrap de le Ley, & ne voit allower ceo come un ſpecial Demurrer, & le Stat. de Demurrers 27 *Eliz. cap.* 5. require que le cauſe de Demurrer ſeroit ſpecialment & particularment expreſs agreable en aſcun meaſure al practice devant ceſt Stat. que fuit a debate le matter de Demurrer al barre & aſcun foits al Bench devant le Demurrer fuit enter; Et en *Moon* & *Andrews* Caſe, *Hob.* 133. eſt diſt per le Court que ceſt Stat. doiet eſtre ſtretch & nemy ſhrunk; Et en *Heard* & *Baskervile*'s Caſe en meſme liver eſt auxi diſt per Cur' que ceſt Stat. require que le matter de forme ſeroit diſcover & nemy uſe come un ſecret ſnare al entrapper, & que ceſt diſcovery ne doiet eſtre confuſe & obſcure, mes ſpecial, & pur ceo n'eſt ſufficient adire, que eſt ſans forme, mes doiet expreſs le point & ſpecialty de forme, & a ceo faire eſt pur le honeur de le Ley.

Gawen verſus *Surby.*

Trin. 35 Car. 2. Rot. 1528.

Midd' ſſ. Memorand̄ qd' alias ſcilt' Termino Sc̄i Hillarij ult' p̄terito coram Dn̄o Rege apud Weſtm' ven' Carew Gawen Gen' per Edwardum Turner Attorn' ſuum Et ꝓtulit hic in Cur' dicti Domini Regis tunc ibidem quandam Billam ſuam verſus Robertum Surby in cuſtod̄ Marr' &c. de placito tranſgreſs' Et ſunt Pleg' de ꝓſequend̄ ſſ. Johannes Doe & Ricardus Roe que quidem Billa ſequitur in hec verba ſſ. Midd' ſſ. Carew Gawen Gen' queritur de Roberto Surby in cuſtod̄ Marr' Mareſc' Domini Regis coram ipſo Rege exiſten' de eo quod ipſe idem Robertus viceſimo die Januarij Anno regni Domini noſtri Caroli ſecundi nunc Regis Anglie triceſimo quarto vi & armis &c. in ipſum Carew apud Iſlington in Com' Midd̄ predict' inſult' fecit & ipſum Carew adtunc & ibidem verberavit vulneravit & maletractavit cepit & impriſonavit ipſumq; Carew adtunc & ibidem in priſona & cuſtod' per ſpacium ſex horarum extunc prox' ſequen' ſine aliqua juſta vel legitima cauſa & contra Leges & Conſuetudines hujus Regni Anglie detinuit & cuſtodivit Necnon de eo quod ipſe idem Robertus poſtea ſcilicet viceſimo primo die Januarij an̄o triceſimo quarto ſupradicto vi & armis &c. in ipſum Carew apud Iſlington predict' in Com' predict' inſult' fecit & ipſum Carew adtunc & ibidem verberavit vulneravit & maletractavit cepit & impriſonavit & ipſum Carew adtunc & ibidem in priſona per ſpacium decem horarum extunc prox' ſequen' ſine aliqua juſta legitima vel ꝓbabili cauſa ac contra Leges & Conſuetudines hujus Regni Anglie detinuit Necnon de eo quod ipſe idem Robertus poſtea ſcilicet viceſimo ſecundo die Januarij anno triceſimo quarto ſupradicto vi & armis &c. in ipſum Carew apud Iſlington predict' in Com̄ predict' inſult' fecit & ipſum Carew adtunc & ibidem verberavit vulneravit & maletractavit ita quod de vita ejus maxime deſperabatur Necnon bon' & catall' ipſius Carew videlicet unam Tunicam (Anglice a Coat) unum Galerum & unum Gladium ad valenc' quinq; librarum ibidem nuper invent' fregit & ſpoliavit & al' enormia ei adtunc & ibidem intulit contra pacem dicti Domini Regis nunc & ad dampnum ipſius Carew centum librarum Et inde produc' ſectam &c.

Count pur Aſſault, Battery & Impriſonment.

Auter Aſſault, Battery, &c.

Auter Aſſault, Battery, &c.

Et prender ſes biens.

Emparlance ſpecial.

Et modo ad hunc diem ſcilt' diem Veneris prox' poſt Craſt' Sancte Trinitat' iſto eodem Termino uſq; quem diem predict' Robertus (ſalvis ſibi omnib⁹ & omnimod' exceptionib⁹ ad billam predict') habuit licenc' ad eandem billam interloquend' & tunc ad reſpondend' &c. coram Domino Rege apud Weſtm' veñ tam predict' Carew Gawen per Attorn' ſuum pred' quam pred' Robertus per Ricardum Tolſon Attorn' ſuum. Et idem Robertus defend' vim & injur' quando &c. Et dic' qd' ipſe ad narracon' pred' Carew Gawen pred' reſpondere compelli non debet quia dic' quod quidam Thomas Cloborne alias ſcilt' Termino Sancti Hillarij anno regni Domini Regis nunc &c. triceſimo primo & triceſimo ſecundo implacitavit pred' Carew Gawen ꝑ nomen Carew Gawen nuper de London Yeoman in Cur' dc̄i Dñi Regis de Communi Banco (eadem Cur' adtunc & adhuc apud Weſtm̄ in Com̄ Midd' exiſten') de placito tranſgr̄ & inſult' predictq; Carew Gawen pro eo quod non venit in pred' Cur' dicti Domini Regis de Banco pred' prefat' Thome Cloborne inde reſponſur̄ ſecundum Legem & Conſuetudinem hujus Regni Angl' in exigendo pōit' fuiſſet ad utlagand' in London & ea occaſione poſtea ſcilt' die Lune prox' poſt Feſtum Philippi & Jacobi Apoſtolorum anno regni dicti Domini Regis nunc triceſimo ſecundo ſupradicto ad ſectam prefat' Thome. Cloborne utlagat' fuit prout per Record' & proceſs' inde in pred' Cur̄ dicti Domini Regis de Banco pred' plenius liquet & apparet que quidem utlagar' in ſuis plen' robore & effectu remanet de record' minime reꝟſat', ſeu adnullat' Et hoc parat' eſt ꝟificare ubi & prout Cur' conſideravit & profert hic in Cur' idem Robertus Surby Brē dc̄i Dñi Regis de Capias Utlagat' verſus p̄fat' Carew Gawen extr' p̄d Cur' dc̄i Dñi Regis de Banco pred' apud Weſtm̄ pred' ſuꝑ inde emaneñ ſub pede Sigilli ipſius Dñi Regis ad b̄ria in Cur̄ ipſius Dñi Regis de Banco pred' ſigilland' Vic' Midd' direct' Cujus quidem b̄ris tenor ſequit' in hec verba ſſ. Carolus ſecundus Dei Gratia Angl' Scoc' Franc' & Hibernie Rex Fidei Defenſor &c. Vic' Midd' ſalutem Precipimus tibi qd' non omitt' propter aliquam libertatem Com' tui quin Capias Carew Gawen nuꝑ de London Yeoman utlagat' in London die Lune prox' poſt Feſtum Philippi & Jacobi Apoſtolorum anno regni noſtri triceſimo ſecundo ad ſectam Thome Cloborne de placito tranſgreſs' & inſult' ſi invent' fuerit in balliva tua & eum ſalvo cuſtod' ita quod habeas corpus ejus coram Juſtic' noſtris apud Weſtm' in Octab' Sancte Trinitat' ad faciend' & recipiend' quod Curia noſtra de eo cons' in hac parte Et habeas ibi hoc breve Teſte Franc' Pemberton apud Weſtm' octavo die

Nota.

Plea en abatement per Utlary.

Le ca' utlag' produce ſub pede ſigillo.

die Junij anno regni noſtri triceſimo quinto. Birley. ꝑ breve Sawyer. Unde idem Robertus pet' Judic' ſi ipſe predict' Robertus ad narration' predict' Carew ſic ut prefertur Utlagat' exiſteñ reſpondere compelli debeat &c. Cum hoc quod idem Robertus Surby verificare vult quod predict' Carew Gawen ſic ut prefertur Utlagat' Et predict' Carew Gawen modo quer' in narracoñ predict' ſuperius meñ cõnat' eſt una & eadem perſona & non alia neque diverſa &c. Demurrer & Joinder en Demurrer & Reſpond' ouſter agard.

IL ſemble que le Cauſe del Judgment de Reſpondeas ouſter en ceſt Caſe fuit, pur ceo que le defence fuit, *Defendit vim & injur' quando*, &c. Et que ceo ſoit un pleine defence. Mes *nota*, Que ſont multitudes del Preſidents, fere per touts le livers de Pleadings, que ſont iſſint, come *Co. Entr.* 348. b. 349 b. *Raſt.* 287, 333, 334, 368, 605, 663, 235. *Aſhton* 389. *Co. Entr.* 118, 121, 565. *Vet. Entr.* 218, 223. Et *Clapham* & *Lenthal's Caſe*, *Hardris* 365. eſt un expreſs Authority que n'eſt pleine defence; mes *Stiles* 273. eſt al contra.

Walford v. *Savil.*

Cooke. Mich. 36 Car. 2. Rot. 302.

Debt ſur Obligation verſ. Admin'

Eſſex ſſ. ELizabetha Savil nuper de Weſt-Haningfield in Com̄ pred̄ Vidua Adminiſtratrix bonoꝝ & catalloꝝ que fuerunt Samuelis Savil Gen' qui obijt inteſtat' &c. nuper dict' Samuel Savil de Weſt-Haningfield in Com' Eſſex' Geñ ſum' fuit ad reſpondend̄ Roberto Walford de placito quod reddat ei treſcentas libras quas & injuſte detinet Et unde idem Robertus per Johannem Reynolds Attorn' ſuum dic' quod cum predict' Samuel in vita ſua ſcilicet tertio die Novembris anno regni Domini Regis nunc triceſimo quarto apud Chelmsford per quoddam ſcriptum ſuum obligatorium conceſſit ſe teneri & firmiter obligari eidem Roberto in predict' treſcentis libris ſolvend' eidem Roberto cum inde requiſit' fuiſſet predict' tamen Samuel in vita ſua Ac predict' Elizabetha cui adminiſtratio omnium bonorum & catallorum que fuer' predict' Samuel tempore mortis ſue apud Chelmsford predict' commiſſa fuit licet ſepius requiſit' predict' treſcentas libras eidem Roberto non reddider' Set ill' ei reddere contradixer' Ac predict' Elizabetha eidem Roberto adhuc reddere contradic' & injuſte detinet unde dic' quod deteriorat' eſt & dampnum habet ad valenciam triginta libraꝝ Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptum pred' quod debitum pred' in forma pred' teſtatur cujus dat' eſt eiſdem die & anno ſupradict' &c.

Oyer de Breve.

Et predict' Elizabetha per Thomam Freeman Attorn' ſuum ven' & pet' audit' Brevis Originalis unde predict' Robertus ſuperius narravit Et ei legitur in hec verba: Carolus ſecundus Dei Gratia Anglie Scotie Francie & Hibernie Rex Fidei Defenſor Vic' Eſſex' ſalutem Precipe Elizabeth Savil nuper de Weſt-Haningfield in Com' tuo Vid' Adminiſtrat' bonorum & catallorum que fuer' Samuelis Savil Gen' qui obijt inteſtat' ut dicitur nuper dict' Samuel' Savil de Weſt-Haningfield in Com' Eſſex' Gen' quod juſte & ſine dilatione reddat Roberto Walford treſcentas libras quas ei injuſte detinet ut dic' Et niſi fecerit & predict' Robertus fecerit te ſecur' de clam' ſuo proſ̃ tunc ſum̃ per bonos ſum̃ pred' Elizabetham quod ſit coram Juſtic' noſtris apud Weſtm' a die Paſche in xv dies oſtenſ̃ quare non fecit Et habeas ibi ſum' & hoc Breve teſte meipſo apud Weſtm̃ xix die Februarij anno regni noſtri triceſimo ſexto Quibꝰ lect' & audit' predict' Elizabetha pet' Judicm' de brevi predict' quia dic' quod predict' Daniel' primo die Februarij anno regni dc̄i Dn̄i Regis nunc triceſimo ſexto apud Chelmsford p̄dict' obijt inteſtat' Quodq; viceſimo die Februarij anno triceſimo ſexto ſupradicto & non antea Thomas Exton Miles Legum Doctor Reverendi in Chriſto Patris ac Domini Domini Henrici permiſſione Divina London Epiſcopi in partibus Eſſex & Hertford Commiſſar' & Sequeſtrator generalis legitime conſtitut' Adminiſtracon' omnium bonoꝝ & catalloꝝ que fuer' predc̄i Danielis tempore mortis ſue adminiſtrand' eidem Elizabethe comniſit videlt' apud Chelmsford pred' quodque ipſa pred' Elizabetha virtute adminiſtrac' pred' eſt Adminiſtratrix omnium bonoꝝ & catalloꝝ que fuer' pred' Danielis tempore mortis ſue Et nunquam aliter Adminiſtr' Et hoc parat' eſt verificare unde pet' Judicm' de br̄i pred' Et quod br̄e pred' caſſetur &c.

Plea en Abatement que Breve eſt teſte devant le Letters d'Admin'.

Demurrer.

Et pred' Robertus dic' quod pred' placitum pred' Elizabethe ſuꝑius in barram placitat' materiaq; in eodem content' minus ſufficien' in lege exiſtunt ad ipſum Robertum ab ac̄cone ſua pred' verſus predc̄am Elizabetham hend' precludend' Ad quod quidem placitum modo & forma pred' placitat' idem Robertus neceſſe non ħet nec ꝑ legem terre tenet' aliquo modo reſpondere Et hoc parat' eſt verificare unde pro defectu ſufficieñ reſpons' pred' Elizabeth in hac parte idem Robertus pet' Judicm' & debitum ſuum pred' unacum dampnis ſuis occ̄one detentionis debiti illius ſibi adjudicari &c. Et pro cauſis morationis in lege in hac parte idem Robertus juxta formam Statuti in hujuſmodi caſu edit' & provis' oſtend' & Cur' hic demonſtrat has cauſas ſubſequen' videlt' quod pred' Elizabeth in placito ſuo pred' null' fecit defenſionem Acetiam quod pred' Elizabeth in placito ſuo pred' non oſtend quod pred Thomas Exton aliquam legitimam Authoritatem ħuit ad committend' Adminiſtrationem pred' nec quod Commiſſio Adminiſtrationis ill' ei pertinuit Acetiam quod pred' Elizabetha non profert hic in Cur' Literas Adminiſtrationis pred' Thome Exton teſtifican' Commiſſion' Adminiſtrat' pred' &c.

Cauſes de Demurrer.

Et pred' Elizabetha ex quo pred' materia per ipſam ſuperius allegat' ſufficien' eſt in lege ad pred' breve pred' Roberti caſſand' quam ipſa parat' eſt verificare quam quidem materiam pred' Robertus non dedic' &c. ut prius pet' Judicm' de breve illo Et quod breve ill' caſſetur &c.

Ceſt Plea fuit adjudge deſtre bone Plea.

1. Et quant al primer cauſe de Demurrer ceo fuit over-rule pur reaſon de grand multitude de Preſidents que ſont iſſint coment ſont per mults auter Defences; mes le ſure voy eſt a faire Defence en tiel manner, viz. *Ven' & defend' vim & injur'*, ſans pluis.

2. Pur le ſecond cauſe, come ceſt Caſe ne beſoigne a monſtre le Authority del Grantor de les Letters d'Admiñ, ils eſteant grant per le Com̃iſſary del Eveſque *legitime conſtitut'*, come le Plea diſt & donc eſt tout un ſicome ils avoient eſtre grant per le Eveſque meſme. Et le difference eſt enter un peculiar Juriſdict' & le Authority del Chancellor ou Commiſſary del Eveſque. Auxi il eſt confeſſe per le porter del Action verſ. luy que el eſt legal Admiñ ou autrement le Action doiet eſtre port verſ. luy come Executrix. *Vid. 2 Mod. Rep. 65. Daws* & *Harriſon*'s Caſe, ou eſt adjudge ſur Demurrer que en Declarat' per Admiñ eſt ſufficient adire que Adminiſtrat' fuit grant a luy per le Official de tiel Eveſque, ſans diſant *Loci illius Ordinar'*.

3. Quant al tierce cauſe del Demurrer en *Raſt.* tit. *Executors*, en Briefe Pl. 2. la en Action verſ. Executor il plede que il fuit fait Admiñ, ſans monſtre les Letters de Admiñ & Iſſue eſt pris ſur le morant inteſtat'. ***Lutwyche*** fuit Accouncel pur le Pl.

Nota, Que ſur ſearch de Record de ceſt Caſe nul Judgment eſt enter ou pur Pl. ou pur le Def. que bien point eſtre coment Judgment fuit ꝓnounce pur le Pl. pur ceo que al ceſt temps il ne fuit d'avec Coſts; mes jeo fue bien aſſure que le Judgment fuit iſſint ꝓnounce.

Plea en Abatement pur miſnoſmer de noſme de Baptiſme del Deft'.

ET modo ad hunc diem ſc. &c. veñ Will'us Robins qui per Vic' N. virtute bꝛ̃is pꝛed' capt' & hic hit' in pꝛopꝛia ꝑſona ſua & defend vim & injur' Et dic' quod ipſe virtute bꝛ̃is pꝛed' onerari non debet quia dic' quod ipſe non eſt nec intelligi poteſt eſſe eadem ꝑſoñ verſus quem pꝛed' A. tulit bꝛ̃e ſuum pꝛed' quia dic' quod ipſe nominatur & vocatur Willielmus Robins & ꝑ idem nomen & cognomen ſemper a tempoꝛe nativitat' ſue hucuſq; nominat' & vocat' fuit Abſq; hoc qd' ipſe nominatur vel vocatur Robert' Robins ſeu ꝑ idem nomen vel cognomen unqm̃ cognit' ſeu vocat' fuit pꝛout ꝑ bꝛeve pꝛed' ipſius J. B. ſupponitur Et hoc parat' eſt verificare unde pet' Judicm' de bꝛevi pꝛed' Et quod ipſe de bꝛevi illo quiet' & exonerat' ſit & a Cur' hic ad largum dimittatur &c.

CEo Plea ſemble d'eſtre garrant per *Raſtal* tit. *Briefe* en Miſnoſmer. 1 *Bro. Miſnoſmer.* 8 *Keilway* 93. 1 *Ed.* 4. 2 & 3. 19 *H.* 6. 1. *Aſhton* 1.

1. *Nota*, Que en ceſt Plea les parolls *prædict' Willielmus Robins* ſont omit, car ſi ſont en tiel Plea, per ceo le Plea voit eſtre male car per ceux parols Def. affirme ſon noſme d'eſtre accordant al Brief, *&c.* 34 *H.* 6. 31. 1 *Ed.* 4. 3. *Br. Eſtoppel* 79. & auters livers ſont, & ſi ſoit iſſint, *donques ſont mults male Præſidents.* Mes pur ceo *vide* le Caſe de *Boile* & *Scarborough*, *Stiles* 440.

Et *Nota* auxi, Jeo ay view diverſe Pleas, en queux eſt alledge que le Def. *eſt eadem perſona verſus quem Quer' tulit Breve ſuum*, que eſt directment contrary a les Preſidents en *Raſt.* & *Aſhton* cite devant, & auxi come il ſemble repugnant en luy meſme, car un meſme perſon ne poet aver deux noſmes de Baptiſme, come appiert per le Caſe de *Clerke* & *Iſtead* en ceſt Liver, & les Authorities cite en ceo Caſe.

2. Que le Plea eſt en ꝓper perſon, & nemy per Attorny, car tiel Plea ne poet eſtre plead per Attorny niſi ſoit per ſpecial garrant de Attorney. 3 *H.* 6. 55. *Bro. Miſnoſmer* 55. & auters Livers.

3. Que le Plea *ſupra* eſt ſolement ꝓper pur le Def. quant il vient eins per ꝓceſs, mes quant le Caſe eſt auterment, vous averes direction a pleader les Caſes devant cite.

4. Que ceſt Plea ne demand Judgment de Breve en le primer part de ceo, mes ſolement en le concluſion, car n'eſt formal a ceo faire en le primer part del Plea ſi ne ſoit pur cauſe apparent en le Breve meſme come eſt tenus per *Dier* & *Browne*. *Mo.* 30.

Per Plea de ſeveral Tenancy en Briefe de Dower.

ET pred' W. & A. per J. H. Attorn' ſuum ven' & pred' W. quoad pred' Meſſuag' duo Stabul' un' Pomar' & un' Gardin' cum pertin' in C. parcell' tenement' pred' cum pertin' in demand' pred' ſpecificat' unde &c. dic' quod ipſe die impetrac' Brevis Original' pred' Marie ſcilicet xiij die Maij xxviij Car. ſecundi ac ſemper poſtea fuit & adhuc eſt ſolus tenens p̄d' Meſſuag' duoꝝ Stabuloꝝ un' Pomar' & un' Gardin' cum pertin' unde &c. ut de libero teñento Abſq; hoc predict' A. (le auter Tenant) aliquid habet aut die impetracoñ predict' Brevis Originalis aut unquam poſtea aliqd' huit in predict' Meſſuag' duo Stabul' un' Pomar' & un' Gardin' cum pertin' unde &c. vel in aliqua parcella inde Et hoc parat' eſt verificare unde per Judicm' de Brevi illi &c. Et ulterius quoad predict' Meſſuag' duo Stabul' uñ Pomar' & uñ Gardin' cum ꝑtiñ unde &c. p̄d W. vocat inde ad warr' Petr' Johnſou ſum̄ in Com̄ p̄d ꝑ auxilium Cur' &c. Et quoad reſid̄ tenement̄ p̄d cum ꝑtiñ in demand̄ p̄d ſpecificat̄ unde &c. Idem W. dic' qd̄ p̄d M. Dot̄ ſuam p̄d inde ꝟſ. eum here non debet quia dic' qd̄ p̄d Roger quondm̄ vir ip̄ius M. ex cujus dotatione &c. nec die quo ip̄e p̄d M. deſponſavit nec unquam poſtea fuit ſeiſit' de p̄d reſid̄ tenement̄ cum ꝑtiñ unde &c. de tali ſtatu ita qd̄ eandem M. inde dotaſſe potuit Et de hoc poñ ſe ſup priam̄ & p̄d M. ſil'r

ET l'auter Tenant quant al 5 acres de terre (reſid' tenement' p̄d') en demand plead ſole Tenancy en luy meſme, & vouch auter perſon, & plead autiel Plea al reſidue come l'auter Tenant ad fait. *Quære* ſi le Plea en ceſt Caſe doiet conclude Judgement de Brief, & pur ceo *v. Raſt.* 364, 365. *Brook* tit. *ſeveral Tenancie*, per tout. *Nota*, Que le Tenant doiet auxi pleader ouſter en barre ou vouch, come eſt icy come appiert per les Livers ſupra.

Marſhal v. *Burnet*.

Belvin. Hill. 1 & 2 Jac. 2. Regis. Rot. 1244.

Action ſur le Caſe ſur aſſumpſit verſ. Execut'.

Quant meruit pur Barley vend'.

Indebit' aſſump' pur Barley vend'

Ebor' ſſ. GRacia Burnet nup de Ottley in Com̄ p̄dict̄ Vidua Executrix Teſtamenti Georgij Burnet attach̄ fuit ad reſpondend̄ Samueli Marſhal & Sare Vid̄ de placito transgr' ſup caſum &c. Et unde ijdem Samuel & Sara ꝑ Joſephum Butler Attorn̄ ſuum queruntur quare cum p̄dict̄ Georgius in vita ſua ſcilt̄ primo die Maij anno regni Dn̄i Regis nunc primo apud Bradford in conſ' qđ ipſi ijdem Samuel & Sara ad ſpecial' inſtanciam & requiſicionem ipſius Georgij in vita ſua vendidiſſet & deliberaſſet eidem Georgio decem quarteria Hordei ipſe idem Georgius ſup ſe aſſumpſit & eiſdem Samuel & Sare adtunc & ibidem fidelit̄ ꝓmiſit qđ ipſe idem Georgius tant̄ denar' ſum̄as quant̄ p̄dict̄ decem quarteria Hordei ro'nabilit̄ valebant eiſdem Samuel' & Sare cum inde poſtea requiſit̄ eſſet bene & fideliter ſolvere & contentare vellet Et ijdem Samuel & Sara in facto dicunt qđ p̄đ decem quarteria Hordei ſic ut p̄fertur vendit̄ & deliberat̄ tempore venditionis & deliberationis eorundem ro'nabilit̄ valebant quindecim libras legalis monete Anglie apud Bradford p̄đ unde p̄đ Georgius poſtea ibidem notitiam habuit Cumq; etiam p̄đ Georgius in vita ſua ſcilt̄ decimo quinto die Maij anno primo ſup̄dicto apud Bradford p̄đ indebitat̄ fuit eiſdem Samuel & Sare in al' quindecim libris conſimilis legalis monete Auglie pro Hordeo eidem Georgio in vita ſua ad ſp̄ial' inſtantiam & requiſitionem ip̄ius Georgij in vita ſua ꝑ eoſdem Samuel' & Saram ante tempus illud apud Bradford p̄đ vendit̄ & deliberat̄ Et ſic inde indebitat̄ exiſten̄ idem

Georgius in vita ſua poſtea ſcilt eisdem die & anno ult ſup̄dict apud Bradford p̄d in cons' inde ſup ſe aſſumpſit & eisdem Samuel' & Sare adtunc & ibidem fidelit ꝓmiſit q̄d ip̄e idem Georgius p̄d quindecim libras ult menconat eisdem Samuel' & Sare cum inde poſtea requiſit eſſe bene & fidelit ſolve & contentare vellet p̄d tamen Georgius in vita ſua & p̄d Gracia poſt mortem ejus ſepal' ꝓmiſſiones p̄d Georgij in vita ſua ſic ut p̄fert fact minime curañ ſed machinañ & fraudulent intendeñ ip̄os Samuelem & Saram de ſepalibus denar' ſum̄is p̄dict in toto ſe attingeñ ad triginta libras callide & ſubdole decipe & defraudare licet ſepius requiſit easdem ſepal' denar' ſum̄as eisdem Samueli & Sare ſeu eorum alteri nondum ſolvunt ſed ill' eis ſolve hucuſq; omnino recuſaverunt Et p̄d Gracia ill' eis adhuc ſolve recuſat ad dampnum ip̄orum Samuelis & Sare quadraginta librarum Et inde ꝓducunt ſectam &c.

Plea en Abatement que le Teſtat' fuit en vie al temps de Breve purchaſe. Oyer de bre.

Et p̄d Gracia ꝑ Ricm̄ Squire Attorn̄ ſuum veñ & pet audit Brevis Originalis p̄d Samuel' & Sare & ei legit in hec v̄ba: Jacobus ſecundus Dei Gratia Angl' Scoc' Franc' & Hibernie Rex Fidei Defenſor &c. Vic' Ebor' ſal'tm Si Samuel Marſhal & Sara Marſhal Vid̄ fec' te ſecur' de clamore ſuo &c. tunc pon̄ ꝑ vad & ſalvos pleg' Graciam Burnet nup de Ottley in Com̄ tuo Viduam Executricem Teſtamenti Georgij Burnet q̄d ſit coram Juſtic' noſtris apud Weſtm̄ a die Sancti Martini in quindecim dies oſtens' quare cum p̄d Georgius in vita ſcil't primo die Maij anno regni noſtri primo apud Bradford in cons' q̄d ipſi ijdem Samuel & Sara ad ſpecial' inſtanc' & requiſicoñ ipſius Georgij in vita ſua vendidiſſet & deliberaſſet eidem Georgio decem quarteria Hordei ipſe idem Georgius ſup ſe aſſumpſit & eisdem Samuel' & Sare adtunc & ibidem fidelit ꝓmiſit q̄d ipſe idem Georgius tant denar' ſum̄as quant p̄d decem quarteria Hordei ro'nabilit valebant eisdem Samuel' & Sare cum inde poſtea requiſit eſſet bene & fidelit ſolve & contentare vellet Et ijdem Samuel & Sara in facto dicunt q̄d p̄d decem quarteria Hordei ſic ut p̄fert vendit & deliberat tempore venditionis & deliberationis eorundem ro'nabilit valebant quindecim libras legalis monete Angl' apud Bradford p̄d unde p̄d Georgius poſtea ibidem notitiam h̄uit Cumq; etiam p̄d Georgius in vita ſua ſcil't decimo quinto die Maij anno primo ſup̄dict apud Bradford p̄d indebitat fuit eisdem Samuel' & Sare in al' quindecim libris conſil'is legl'is monete Angl' ꝓ Hordeo eidem Georgio in vita ſua ad ſpial' inſtant & requiſit ipſius Georgii in vita ſua ꝑ eosdem Samuelem & Saram ante tempus illud apud Bradford p̄d vendit & deliberat Et ſic indebitat exiſteñ idem Georgius in

vita ſua poſtea ſcil't eiſdem die & anno ult' ſup̄dict' apud Bradford p̄d in cons' inde ſup ſe aſſumpſit & eiſdem Samuel' & Sare adtunc & ibidem fidelit' ꝓmiſit qd ip̄e idem Georgius p̄d quindecim libras ult' menconat' eiſdem Samuel' & Sare cum inde poſtea requiſit' eſſet bene & fidelit' ſolve & contentare vellet p̄d tamen Georgius in vita ſua & p̄d Gracia poſt mortem ejus ſepal' ꝓmiſſiones p̄d Georgij in vita ſua ſic ut p̄fert' fact' minime curan̄ ſed machinan̄ & fraudulent' indenden̄ ip̄os Samuelem & Saram de ſepalibus denar' ſum̄is p̄dict' in toto ſe attingen̄ ad triginta libras callide & ſubdole decipe & defraudare licet ſepius requiſit' eaſdem ſepal' denar' ſum̄as eiſdem Samueli & Sare ſeu eorum alteri nondum ſolvunt ſed ill' eis ſolve hucuſq; omnino recuſavunt Et p̄d Gracia ill' eis adhuc ſolve recuſat ad dampnum ipſorum Samuelis & Sare quadraginta librarum ut dicunt & heas ibi nomina Pleg' Et hoc Breve teſte meip̄o apud Weſtm̄ ſexto die Novembris anno regni noſtri primo Quo lect' & audit' eadem Gracia pet' Judicm̄ de Brevi illo quia dic' qd p̄d Georgius nup Vir ejus poſt p̄d ſextum diem Novembris anno primo ſup̄dicto ſcil't triceſimo die Novembris anno primo ſup̄dicto ſupſtes & in plena vita fuit videl't apud Ottley p̄d Et hoc pat' eſt verificare unde pet' Judicm̄ de Brevi illo &c.

Judgment fuit done en ceſt Caſe, *quod Def. reſpondeat* ouſter pur un fault en le Plea quel fuit que le Aſſumpſits eſteant per le Declaration ſuppoſe d'eſtre fait al *Bradford*, le Def. ad plead que *George Burnet* ſon Teſtator fuit en vie apres le Original, *videlt' apud* O. *præd'* que per le Breve eſt ſolement alledge d'eſtre le lieu del Commorancie del Def. & per ceſt means le Def. endeavour a traher le viſne del tranſitory choſe de le viſne en le Declaration alledge que ſovent foits ad eſtre adjudge Error, & un lieu doiet eſtre alledge lou le Teſtator del Plt' fuit en vie come eſt tenus en *Bro. Lieu.* 9. *6 H.* 7. 5 & 6. *Dier* 17. *a.* & donques il doit aver purſue le Declaration.

Nota, Sont aſcuns Preſidents en queux apres le mort de home eſt alledge, ſon vie eſt alledge del auter part ſans mention fait del aſcun lieu ou il eſt en vie; mes les Caſes devant cite ſont Ley, ils ne ſont bon Preſidents.

Nota auxi en ceſt Caſe le mort del Teſtator del Deft' n'eſt travers ne doiet eſtre traverſe, *quia* le Brief & Count ſont forſq; ſuppoſals de ſon mort; mes quant le mort de home eſt poſitivement alledge de un part, & le vie de auter part, la le mort doiet eſtre traverſe.

verſe, 6 *H.* 7. 5, 6. 39 *H.* 6. 49. 19 *H.* 6. 11, 12. 1 *Vent.* 213. *Forteſcue* & *Holt's Caſe.* Mes uncore ſont aſcuns Preſidents ſans aſcun traverſe, mes accordant al ceux livers ils doient eſtre fait, & ſi ne ſont, les Pleas voilent eſtre male ſur ſpecial Demurrer al miens.

Quære ſi en ceſt Caſe le Plea ne duiſſoit eſtre que le Teſtator del Deft' fuit en vie, *die impetrationis Brevis Original' &c.* come eſt en *Herne's Pleader* pag. 1. en Caſe de Action de Debt vers le Heir, lou eſt plede en Abatement que le Anceſtor fuit en vie *die impetrationis Brevis, &c.* que eſt le ſole Preſident en ceſt Caſe, ou tendant al Caſe icy que jeo poy Trover en touts mon livers, le allegation del vie le Teſtator apres le Original eſteant ſolement argumentative, que il fuit mort al temps del Brief purchaſe, & un Plea en Abatement doit eſtre plede ſtrictment & ove ꝑciſe exactneſs.

Papworth v. *Stacy.*

Winford. Trin. 2 Jac. 2. Regis. Rot. 2076.

Cantabr' ſſ. JOhanna Stacy nuꝑ de Sutton infra Inſul' Elien̄ in Com̄ p̄d Vid̄ Executrix Teſtamenti & ult̄ Voluntat̄ Edwardi Stacy nuꝑ viri ſui defunct̄ alias dict̄i Edward Stacy of Sutton within the Iſle of Ely in the County of Cambridge Gent. ſum̄ fuit ad reſpondend̄ Willielmo Papwoꝛth de placito quod reddat ei ſeptuaginta libꝛas quas ei injuſte detinet &c. Et unde idem Willielmus ꝑ Carolum Dꝛaper Attoꝛn̄ ſuum dic' q̄d cum p̄d Edwardus in vita ſua ſcil't decimo octavo die Febꝛuarij anno regni Dn̄i Jacobi ſecundi nunc Regis Angl' &c. ſecundo ꝑ quandam billam ſuam obligatoꝛiam quam idem Willielmus ſigillo ipſius Edwardi ſignat̄ hic in Cur' ꝓfert cujus dat̄ eſt eiſdem die & anno cogn̄ ſe debere & juſte indebitat' foꝛe eidem Willielmo plenam & juſtam ſum̄am triginta & quinq; libꝛarum octo ſolidoꝛum & quinq; denarioꝛum legl'is Anglican̄ monete ſolvend̄ eidem Willielmo aut ſuo legal' Attoꝛn̄ Executoꝛibus Adminiſtratoꝛibus vel Aſſign̄ ſuis ad vel ante pꝛimum diem Maij ꝓx' ſequen̄ diem dat̄ ejuſdem bille ad ſecuram cujus ſolutionem p̄d Edꝛus obligaſſet ſe Executoꝛes & Adminiſtratoꝛes ſuos in penali ſum̄a ſeptuaginta libꝛarum conſil'is legl'is

Debt ſur Obl' verſ. Executrix.

Nota, Nul lieu ou l'obl' fuit fait.

gl'is monete firmit̄ ꝑ eandem billam ꝓut ꝑ billam illam plenius apparet Et idem Willielmus in facto dic' qd̄ p̄d Edꝛus in vita ſua non ſolvit eidem Willielmo p̄d triginta quinq; libꝛas octo ſolidos & quinq; denarios ſuꝑ p̄dcm̄ pꝛimum diem Maij quos ei ſuꝑ eundem diem ſolviſſe debuit ſecundum foꝛmam & effectum bille p̄d ꝑ quod actio accrevit eidem Willielmo ad exigend̄ & h̄end̄ de p̄fat̄ Edꝛo p̄d ſeptuagint̄ libr' p̄d tamen Edꝛus in vita ſua ac p̄d Johanna poſt moꝛtem ipſius Edꝛi licet ſepius requiſit̄ p̄d ſeptuaginta libꝛas eidem Willielmo nondum reddider' ſed ill' ei reddere contradixer' ac p̄d Johanna ill' ei adhuc reddere contradicit ac injuſte detinet unde idem Willielmus dic' qd̄ ip̄e deterioꝛat̄ eſt & dampnum h̄et ad valenciam centum libꝛarum Et inde ꝓduc' ſectam &c.

Plea que le Teſtator fuit en vie al temps del original purchace.

Oyer de bre.

Et p̄dca Johanna ꝑ Guidonem Fuller Attoꝛn̄ ſuum ven̄ & pet̄ audit̄ Bꝛevis Oꝛiginal' ipſius Willielmi unde narracon̄ p̄d fundat̄ exiſtit Et ei legitur in hec v̄ba Jacobus ſecundus Dei Gꝛa' Angl' Scoc' Franc' & Hibernie Rex Fidei Defenſoꝛ &c. Vic' Cantabr' ſal'tm Pꝛecipe Johanne Stacy nuꝑ de Sutton infra Inſul' Elien̄ in Com̄ tuo vid̄ Executrici Edꝛi Stacy nuꝑ dicti Edward Stacy of Sutton within the Iſle of Ely in the County of Cambridge Gent. qd̄ juſte & ſine dil'one reddat Willielmo Papwoꝛth ſeptuagint̄ libꝛas quas ei injuſte detinet ut dicit Et niſi fecerit & p̄d Willielmus fecerit te ſecur' de clamoꝛe ſuo ꝓſequend̄ tunc ſum̄ ꝑ bon̄ ſum̄ p̄dcam̄ Johannam qd̄ ſit coꝛam Juſtic' noſtris apud Weſtm̄ in Craſtino Aſcenſionis Dn̄i oſtens' quare non fecerit Et h̄eas ibi ſum̄ & hoc bꝛeve teſte meipſo apud Weſtm̄ viceſimo ſeptimo die Apꝛilis anno regni noſtri ſecundo. King. Quo lecto & audito eadem Johanna dic' qd̄ p̄dcus Edꝛus p̄dict̄ decimo ſeptimo die Apꝛilis anno regni dicti Dn̄i Regis nunc ſecundi ſup̄dicto fuit ſuꝑſtes & in plena vita exiſtit videl't apud Soham in Com̄ p̄d unde pet̄ Judicm̄ Et qd̄ Bꝛeve illud caſſetur &c.

EXcept' fuit pris al ceſt Plea que il ne fuit averre; mes que *Et hoc parat' eſt verificare* fuit tout ouſtermt' omit, mes le Court tient que ceo fuit forſque matter de form, & nul advantage d'eſtre pris pur ceo ſur general Demurrer, & iſſint eſt *Savil* 85. & *Morley* & *Vivian's Caſe*, *Paſch.* 5 *W.* & *M.* adjudge. Mes Judgment fuit done quod *breve caſſet'*, car appiert que Brief port date devant le Argent devient due.

Belvin.

Bradley v. *Glynne.*

Trin. 2 Jac. 2. Regis.

Midd' ſſ. EDwardus Glynne nuꝑ de paroch Sanct̃i Martini in Campis in Com̄ p̄d Gen̄ al's dict̄ Edwardum Glynn de eadem paroch & Comitat̄ Gener' ſuñ fuit ad reſpondend̄ Joh̄i Bꝛadley de pl'ito qd̄ reddat ei centum libr' quas ei debet & injuſte detinet &c. Et unde idem Joh̄es ꝑ Carolum Rampaine Attoꝛñ ſuum dic' qd̄ cum p̄d Edꝛus undecimo die Decembr' anno Dñi mill'imo ſexcenteſimo ſeptuageſimo quarto apud ꝑoch Sanct̃i Martini in Campis p̄d ꝑ quoddam ſcriptum ſuum obligatoꝛium conceſſiſſet ſe teneri eidem Joh̄i in p̄d centum libr' ſolvend̄ eidem Joh̄i cum inde requiſit̄ fuiſſet p̄d tamen Edꝛus licet ſepius requiſit̄ p̄d centum libr' eidem Joh̄i nondum reddidit ſet ill' ad hucuſq; reddere om̄io contradixit & adhuc contradic' unde dic' qd̄ deterioꝛat̄ eſt & dampnum h̄et ad valenciam decem libr' Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptum p̄d quod debitum p̄dcum̄ in foꝛma p̄d teſtatur cujus dat̄ eſt eiſdem die & anno ſup̄dict̄is &c.

Counter Obl'.

Et p̄d Edꝛus Glynue ꝑ Joh̄em Oliver Attoꝛñ ſuum veñ & defend̄ vim & injur' quando &c. Et dic' qd̄ ipſe idem Edꝛus Glynne ad bꝛeve p̄dcm̄ reſpondere non debet quia dic' qd̄ p̄dcus Joh̄es Bꝛadley excommunicat̄ eſt & ante diem impetrationis Bꝛevis Oꝛiginalis p̄d Joh̄is Bꝛadley excommunicat̄ fuit ꝑ Willielmum Trumball & Carolum Parrot Legum Doctoꝛes Judices tunc delegat̄ Regis legitime conſtitut̄ videl't apud ꝑoch Sanct̃i Martini in Campis p̄d ſuꝑ qua quidem Excommunicacoñ quoddam Bꝛeve Dñi Regis de Excommunicato Capiendo v̄ſus ꝑfat̄ Joh̄em Bꝛadley Vic' Midd̄ direct̄ emanavit quod quidm̄ Bꝛeve ſequitur in hec v̄ba ſſ. Jacobus ſecundus Dei Gꝛatia Anglie Scotie Francie & Hibernie Rex Fidei Defenſoꝛ &c. Vic' Midd̄ ſal'tm cum Willielmus Trumball & Carolus Parrot Legum Doctoꝛes Judic' noſtri inter al' delegat̄ nobis nuꝑ ſignificav̄int in quadam cauſa appellationis & querele que coꝛam eis vigoꝛe Commiſſioñ noſtre delegationis in Judic' inter Joh̄em Bꝛadley Gen̄ ꝑtem appellañ & querelañ ex una & Ceciliam Bꝛadley ux' ejuſdem Joh̄is Bꝛadley partem appellat̄ & querelat' partibus ex altera v̄tebat̄ & pendebat̄ indeciſs' rite & l'itime ꝓceden̄ v̄ſus ꝑfat̄ Joh̄em Bꝛadley Gen̄ ꝓ Judic' a quo extitit in hac parte appel-

Nota.

Plea que le Plt' eſt excom' per Judges Delegates.

Pluries brief de *Excommunicat' capiendo* oveſq; non omittas, &c. accord' al forme de Statut &c.

lat̄ ꝓpt̄ ejus manifeſt’ contumat̄ in non ſolvendo dicte Cecilie Bradley ux’ ejus ſum̄am quinq; libr’ legl’is monete Angl’ ꝑ expens’ litis ⁊ ſum̄am octo librarum ſil’is monet̄ Angl’ ꝓ ulterioribus expens’ litis ⁊ ſum̄am viginti trium librarum ꝓ Alimonia expens’ except̄ veſtibus ⁊ veſtit̄ necnon ſum̄am viginti trium librarꝝ ſil’is monete Anglie ꝓ Alimonia ⁊ ſum̄am quindecim librarum ꝓ Alimonia ſil’is monete Angl’ except̄ ut ſupra ⁊ ſum̄am etiam quindecim librarꝝ ſil’is monete Angl’ ꝓ Alimonia p̄d except̄ veſtibus ⁊ veſtit̄ ⁊ ſum̄am etiam viginti ⁊ duarꝝ librarꝝ reſid̄ ſum̄e trigint̄ ⁊ quinq; libr’ legl’is monete Angl’ ꝓ expens’ litis al’s ꝑ Judic’ a quo extitit in hac parte appellat̄ taxat̄ in toto extenden̄ ad ſum̄am centum viginti ⁊ un̄ libr’ ſil’is monete Authoritate ipoꝝ Willielmi Trumball ⁊ Caroli Parrot Judic’ noſtroꝝ delegat̄ ipſe p̄d Johes Bradley excommunicat̄ eſt nec ſe vult ꝑ cenſuram eccleſiaſticam juſticiar’ Quia noſtri poteſtas Regia ſacroſancte Eccl’ie in querelis ſuis deeſſe non debet Tibi ꝑcipim̄ ſicut nuꝑ Vic̄ p̄cepimꝰ qd p̄d Johem ꝑ corp’ ſuum ſecd̄m cons’ Angl’ Juſtic’ donec ſc̄e Eccl’ie tm’ de contempt̄ qm’ de injur’ ei illat̄ ab eo foret ſatisfact̄ ⁊ qualit̄ hoc p̄cept̄ noſtrum foret execut̄ Scire fac’ nobis ad certum diem jam ꝑterit’ ubicunq; tunc forem̄ in Angl’ ut ulterius ſuꝑ p̄miſſ’ fieri facerem’ ꝓut de jure ⁊ ſecundum formam Statuti in hujuſmodi caſu ꝓviſ’ foret faciend̄ Et unde nuꝑ Vic’ Midd̄ noſtr’ al’s retorn̄ qd’ p̄d’ Johes non fuit’ invent’ in ball’ia ſua ꝓut in Cur’ nr̄a coram nobis plene liquet de recordo Jo’ juxta formam Statut’ tibi p̄cipim’ ſicut plur’ nuper Vic’ p̄cepim’ qd’ non omitt’ ꝓpt’ aliqm̄ libertatem in ball’ia tua quin capias p̄fat’ Johem Bradley ſi invent’ fuit’ in ball’ia tua Et eum ſalvo cuſtod’ Ita qd’ ſancte Eccleſie tam de contempt’ quam de injur’ ill’ illat’ ab eo foret ſatisfact’ ⁊ ſi p̄d’ Johes in ball’ia tua invenir’ non poterit tunc in plen̄ Com̄ tuo ad general’ Aſſizas ⁊ Gaol’ deliberacon̄ aut ad quarterial’ Seſſion̄ pacis coram Cuſtod’ Pacis infra Com̄ tuum ꝓx’ tenend’ juxta formam Statuti p̄d’ publice ꝓclamar’ fac’ qd’ p̄d’ Johes Bradley infra ſex dies ꝓx’ poſt ꝓclamacon̄ ill’ corpus ſuum reddat Gaol’ ⁊ Priſon̄ Com̄ tui ibim̄ remanſur’ ut priſonar’ ſecundum tenorem ⁊ effectum dicti alterius bris noſtri nuꝑ Vic’ prius inde direct’ ſub pena viginti librarum Et hoc nullatenus omitt’ ꝑicl’o incumbente Et qualit’ hoc p̄cept’ noſtrum fueris execut’ nobis conſtare fac’ in Craſtino Aſcenſion̄ Dn̄i ubicunq; tunc fuerim’ in Anglia ut ulterius ſuꝑ ꝑmiſſ’ fieri fac’ ꝓut de jure ſecundum Legem ⁊ formam Statut’ p̄dict’ fuit’ fac’ Teſte Edro Herbert Mil’ apud Weſtm̄ duodecimo die Februarij anno regni noſtri ſecundo ꝑ Cur’ Aſtrey. Et hoc parat’ eſt v̄ificare unde p̄dict’ Edwardus petit Judicm̄ de brevi p̄d’ v̄ſus ipſum impetrat’

Averments.

trat' Cum hoc qd' p̃dict' Edwardus ꝟificare vult qd' p̃dict' Johes Bꝛadley in bꝛevi & narratione p̃dict' supius nominat' quer' Et p̃dict' Johes Bꝛadley in Bꝛevi de Excommunicato capiendo supius nominat' sunt una & eadem ꝑsona & non al' neq; diꝟsa &c. Et qd' Excommunicat' p̃dict' adhuc in suis pleñ roboꝛe vigoꝛe & effectu minime revocat' sive adnullat' existit &c. Et p̃dict' Edwardus ꝓfert hic in Cur' p̃dcm̃ bꝛeve de Excommunicato capienđ qđ excommunicationem p̃dict' in foꝛma p̃dict' testatur &c.

Profert en Cur' de brief d'Excommunicat', &c.

Demurrer.

Et p̃dict' Johes Bꝛadley dic' qđ pl'itum p̃dictum p̃dicti Edwardi Glynne supius pl'itat' minus sufficieñ in Lege existit ad ipm̃ Johem a responsione ad Bꝛeve suum p̃đ ħenđ repellenđ qūq; ipse ad pl'itum illud modo & foꝛma p̃dict' pl'itat' necesse non ħet nec ꝑ legem terre tenetur respondere Et hoc parat' est ꝟificare unde pet' Judicm̃ & qd' p̃dict' Edwardus ad p̃đ bꝛeve ipsius Johis respondeat &c.

Joinder.

Et pꝛedict' Edwardus ex quo ipse suffcieñ materiam in lege ad pꝛedict' bꝛeve pꝛedict' Johis Bꝛadley repellenđ supius allegavit quam ipse parat' est ꝟificare quam quidem materiam idem Johes non dedic' nec ad eam aliqualit' respondđ set ꝟificationem illam admittere omnino recusat ut pꝛius pet̃ Judicm̃ & qđ p̃dcm̃ bꝛeve repelletur &c. Et quia Justic' hic se advisare volunt de & sup̃ p̃missis pꝛiusqm' judic' inde reddant dies inde dat' est partibus p̃dict̃ hic usq; in Octab' Sancte Trinitat' de audienđ inde Judicio suo eo qđ ijdem Justic' hic inde nondum &c.

JUdgment quod Def. respondeat ouster quia nul Certificate del Judges Delegate fuit produce, & auxi quia le Plea fuit malement conclude, car doit estre quod *loquela remaneat sine die quousq;* &c. *Co. Litt. Sect.* 201.

Auxi si le ꝓfert de Brief de Excommunicat', ad estre sufficient sans Certificate uncore duissoit estre *sub pede sigilli*, ceo Brief esteant hors d'auter Court. *Co. Litt.* 128. *a.* & *b.* & *vid.* orc 3 *Levinz* 333, 334.

Little & Ux' v. *Plant*.

Mich. 2 Jac. 2. Regis. Rot. *767*.

Det vers Adminiſtrat'.

Det ſur Obligat.

North'ton' ſſ. ANna Plant nuꝑ de Peterborough in Com̃ p̃d vid' Adminiſtratrix bonoꝝ & catalloꝝ que fuer' Ric̃i Plant alias nuꝑ dict' Richard Plant of Peterborough in the County of Northampton Butcher ſum̃ fuit ad reſpondend' Archibald Little & Franc' uxori ejus de placito qd' reddat eis centum & ſexagint' libr' quas eis injuſte detinet &c. Et unde ijdem Archibald' & Franc' ꝑ Rogerum Pemberton Attorñ ſuum dic' qd' cum p̃d' Ricardus in vita ſua viceſimo primo die Decembris año Dñi milleſimo ſexcenteſimo octogeſimo ſecundo apud Peterborough ꝑ quoddam ſcriptum ſuum obligatorium conceſſiſſet ſe teneri eidem Franc' dum ipſa ſola fuit ꝑ nomen Franciſce Moyſes in p̃d' centum & ſexagint' libr' ſolvend' eidm̃ Franciſce ſum inde requiſit' fuiſſet p̃d' tamen Ricardus in vita ſua ac pred' Anna poſt ipſius Ricardi mortem pred' centum & ſexagint' libr' eidem Franciſce dum ipſa ſola fuit ſeu eiſdem Archibald' & Franciſce poſt diſponſal' inter eos celebrat' nondum reddider' ſet ill' eis hucuſqꝫ reddere contradixer' ac pred' Anna poſt ipſius Ricardi mortem adhuc reddere contradic' ac injuſte detinet unde dic qd' deteriorat' ſunt & dampnum h̃ent ad valenc' viginti libraꝝ Et inde ꝓduc' ſectam &c. Et ꝓferunt hic in Cur' ſcriptum pred' quod debitum pred' in forma pred' teſtatur cujus dat' eſt die & anno ſupradict' &c.

Plea en Abatement que le Def. eſt Admin. durante minori ætate.

Et pred' Anna ꝑ Carolum Whinyates Attorñ ſuum veñ & pet' Judiciũ de b̃ri pred' Quia dic' qd' pred' Ric' in narracoñ pred' mencoñ triceſimo primo die Julij anno regni Dñi Regis nunc primo apud Peterborough pred' condidit Teſtament' & ult' Voluntat' ſua in ſcriptis & ejuſdem conſtituit & ordinavit quendm̃ Ricard' Plant filium prefat' Ricard' Executorem & poſtea ſcilt' primo die Octobris anno primo ſupradicto apud Peterborough pred' obijt poſt cujus quidm̃ Ric' Plant patris mortem & ante ipſa Anna adminiſtravit aliqua bona ſeu catalla que fuer' pred' Ricard' Plant patris tempore mortis ſue ſcilt' tertio die Octobr' año regni dicti Dñi Regis nunc primo apud Peterborough pred' adminiſtratio omnium & ſingulorum bonorum & catallorum Jurm̃ & Creditorum que fuer' pred' Ricard' Plant tempore mortis ſue ꝑ Gulielmum Providentia Divina Cantuar' Archiepiſc' totius Anglie Primat' ⁊ Metropolitañ debito modo commiſſa fuit eidm̄ Anne cum Teſtam̄ pred' Ricardi annex' ⁊ durañ minori etat' pred' Ricardi filij pred' Ricard' patris ⁊ ad ejus uſum ⁊ utilitat' qui quidm̄ Ricard' Plant filius adhuc infra etat' ſeptemdecim annorum ⁊ in plena vita exiſtit videlt' apud Peterborough pred' unde ex quo pred' Archibald' ⁊ Franc' non impetraver' breve ſuum pred' Vſus ipſam Annam ut Adminiſtratricem bonorum ⁊ catallorum que fuer' Ricard' Plant tempore mortis ſue cum Teſtamento p̄d Ricard' annex' durañ minori etat' pred' Ricardi filij pet Judicm̄ de brevi illo Et qd' breve ill' caſſetur ⁊c. Et profert hic in Cur' Literas Adminiſtratorias pred' Archiepi eidem Anne in forma pred' conceſs' quarum dat' ſunt die ⁊ anno ſupradict' ⁊c.

Et predict' Archibald' ⁊ Franc' dic' quod placitum predict' predict' Anne modo ⁊ forma predict' ſuperius placitat' materiaque in eodem content' minus ſufficieñ in lege exiſtunt ad ipſos Archibald' ⁊ Franc' ab actione ſua pred' Vſus prefat' Annam habend' precludend' quodq; ipſe ad placitum illud modo ⁊ forma pred' placitat' neceſſe non habent nec ꝑ legem terre tenetur reſpondere Et hoc parat' ſunt Vificare unde ꝑ defectu ſufficieñ placiti in hac parte iſdem Archibald' ⁊ Franc' pet' Judicm̄ ⁊ qd' pred' Anna ad breve ⁊ narracoñ pred' reſpondeat ⁊c. Et ꝑ cauſis moracoñ in lege ipſorum Archibald' ⁊ Franc' juxta formam Statut' in hujuſmodi caſu nuꝑ edit' ⁊ ꝓviſ' oſtend' ⁊ Cur' hic demonſtrant has cauſas ſubſequeñ videlt' qd' pred' Anna male concluſit ⁊ non Vificavit placitum ſuum pred' qdq; idem placitum eſt in ſe totaliter incert' ⁊ caret forma.

Et pred' Anna ex quo ipſa ſufficieñ materiam in lege in caſſacoñ brevis pred' Archibald' ⁊ Franc' ſuperius allegavit quam ipſa parat' eſt Vificare quam quidm̄ materiam pred' Archibald ⁊ Franc' non dedic' nec ad eam aliqualit' reſpond' ſet Vificacoñ ill' admittere om̄io recuſant ut prius pet' Judicm̄ Et qd' breve pred' caſſetur ⁊c. Et quia Juſtic' hic ſe adviſare volunt de ⁊ ſuꝑ premiſs' priuſqm̄ Judicm̄ inde reddant dies dat' eſt ꝑtibus pred' hic uſq; in Octabis Sancti Hillarij de audiendo inde judicio ſuo eo qd' iſdem Juſtic' hic inde nondum ⁊c.

Judgment que le Defendant reſpondeat ouſter pur reaſon de default d'un averment de ſon Plea per un *Hoc parat' eſt verificare*, *&c.* le quel eſt le cauſe del Demurrer.

Bartelot

Bartelot v. *Burton.*

Cooke. Paſch. 3 Jacobi 2. Regis.. Rot. 475.

London' ſſ. ANna Burton nuꝑ de Sandwich in Com̄ Kanc' vid' attach fuit ad reſpondend' Henrico Bartelot de placito tranſgr' ſuꝑ caſum &c. Et unde idem Henricus ꝑ Johem Wade Attoꝛn̄ ſuum queritur quare cum pꝛed' Anna viceſimo die Decembꝛis anno regni Dn̄i Regis nunc ſecundo apud London in ꝑochia beate Marie de Arcubus in warda de Cheape indebitat' fuiſſet eidem Henrico in ſexdecim libr' novem ſolid' & octo denar' legalis monete Anglie ꝓ div̾ſis bonis mercimon̄ & merchandiz' ꝑ pꝛefat' Henr' eidem Anne ante tempus illud vendit' & deliberat' Et ſic inde indebitat' exiſten̄ pꝛed' Anna in conſideratione inde ſuꝑ ſe aſſumpſit & eidem Henrico adtunc & ibidem fidelit' ꝓmiſit qd' ipſa eadem Anna pꝛed' ſexdecem libr' novem ſolid' & octo denar' eidem Henrico cum inde poſtea requiſit' fuiſſet bene & fideliter ſolv̾e & contentare vellet Acetiam cum pꝛed' Anna viceſimo pꝛimo die Decembꝛis anno ſupꝛadicto apud London pꝛed' in ꝑochia & warda pꝛed' in conſideracon̄ qd' pꝛed' Henricus ad ſpecial' inſtanc' & requiſitionem ipſius Anne vendidiſſet & deliberaſſet eidem Anne ad uſum ipſi⁹ Anne ꝓpr' div̾ſa al' bona mercimon̄ & merchandiz' ſuꝑ ſe aſſumpſit & eidem Henrico adtunc & ibidem fidelit' ꝓmiſit qd' ipſa eadem Anna tant' denar' ſum̄as quant' bona mercimon̄ & merchandiz' pꝛed' ult' mentionat' eidem Anne ꝑ pꝛefat' Henricum ſic ut pꝛefertur ult' vendit' & deliberat' pꝛedicto tempoꝛe venditionis & deliberationis eoꝛundem rationabilit' valebant eidem Henrico cum inde ſimilit' poſtea requiſit' fuiſſet bene & fidelit' ſolv̾e & contentare vellet Et idem Henricus in facto dic' qd' bona mercimon̄ & merchandiz' pꝛed' ult' mentionat' eidem Anne ꝑ pꝛefat' Henricum ſic ut pꝛefertur ult' vendit' & deliberat' pꝛed' tempoꝛe venditionis & deliberationis eoꝛundem rationabilit' valebant al' ſexdecim libr' novem ſolid' & octo denar' legalis monete Anglie ſcilt' apud London pꝛed' in ꝑochia & warda pꝛed' pꝛedicta tamen Anna ſeꝑal' ꝓmiſiones & aſſumptiones ſuas pꝛed' ut pꝛefertur reſpective factas minime curans ſed machinans & fraudulent' intenden̄ eundem Henricum in hac ꝑte callide & ſubdole decipe & defraudare pꝛed' ſeꝑal' denar' ſum̄as ſeu aliquem inde denar' pꝛefat' Henrico juxta ſeꝑal' ꝓmiſſiones & aſſumptiones ſuas pꝛedictas non ſolvit nec aliqualit' ꝓ eiſdem hucuſq;

Indebit' Aſſumpſit pur biens vend.

Quantum meruit pur biens vend.

contentavit licet ad hoc faciend' predicta Anna poſtea ſcilt' viceſimo quinto die Decembr' anno ſecundo ſupradicto apud London pred' in ꝑochia & warda pred' ꝑ eundem Henricum requiſit' fuiſſet ſed ill' ei hucuſq; ſolv̄e omnino recuſavit & adhuc recuſat ad dampnum ipſius Henrici quadragint' libr' Et inde ꝓduc' ſectam &c.

Et pred' Anna ꝑ Petrum Bridger Attorñ ſuñ veñ & defend' vim & injur' quando &c. Et dic' qd' ipſa eadem Anna ad actionem pred' Henrici pred' reſpondere compelli non debet quia dic' qd' ipſa eadem Anna ante diem impetrationis Brevis Originalis ipſius Henrici v̄ſus ipſam Annam ſcilt primo die Maij anno regni Dñi Regis nunc primo apud London pred' in ꝑochia beate Marie de Arcubus in warda de Cheape cepit in virum quendam Abrahamum Caſtes & eundem Abrahamum juxta ritãs & leges eccleſiaſtic' hujus regni adtunc & ibidem deſponſavit qui quidem Abrahãm adhuc ſupſtes & in plena vita exiſtit videlt apud London pred' in ꝑochia & warda pred' Et hoc parat eſt v̄ificare unde ex quo predict' Abrahamus in brevi & narratione pred' non nominatur ipſa eadem Anna petit Judiciũ ſi ipſa ad actionem p̄d' reſpondere compelli debeat &c.

Plea que el fuit covert bar'.

Et pred' Henricus dic' qd' predicta Anna ꝑ aliqua preallegat ad breve ſuum predcm̃ reſpondere debet quia dic' qd' idem Henricus Terño Sc̃i Hillarij ult preterit implacitavit predcam̃ Annam in placito predicto in Cur' Dñi Regis de Banco hic & idem Henricus in eodem Terño Sc̃i Hillarij narravit v̄ſus pred' Annam in eadem Cur' in placito predicto Et eadem Anna in pred' Terño Sc̃i Hillarij ꝑ predcm̃ Petrum Bridger Attorñ ſuum veñ & defend' vim & injur' quando &c. Et adtunc petijt licentiam ad narrationem predcam̃ inde interloquend' hic uſq; a die Paſch in quindecim dies tunc px' ſequeñ Et habuit &c. idem dies dat fuit eidem Henrico hic &c. ꝓut ꝑ recordum & ꝓceſs' inde in Cur' Regis hic remaneñ liquet manifeſte Et pred' Anna ad predcam̃ quindenam Paſch placitavit modo & forma ſupradictis Et idem Henricus dic' qd' placitum predcm̃ modo & forma predictis poſt predcam̃ licenc' interloquend placitat materiaqꝫ in eodem content minus ſufficieñ in lege exiſt ad ipm̃ Henricum a reſpons' ad breve ſuum predcm̃ hend' precludend qdq; ipſe ad placitum predcm̃ neceſſe non habet aliquo modo reſpondere unde idem Henricus pet Judiciũ & qd' pred Anna ad breve ſuum p̄dcm̃ ulterius reſpondeat &c. Et predicta Anna dic' qd' placitum predcm̃ ꝑ ipſam modo & forma pred' ſuꝑius placitat materiaq; in eodem content bon' & ſufficien' in lege

Repl. per Eſtoppel per Imparlance.

lege exiſtunt ad ipm̄ Henricum a reſpons' ad action' ſuam pred' hend̄ precludend̄ quod quidem placitum materiamq; in eodem content' ipſa eadem Anna pat̄ eſt verificare & ꝓbare ꝓut Cur' &c. Et quia predictus Henricus ad placitum illud non reſpond' nec ill' hucuſq; aliqualit̄ dedic' ipſa eadem Anna ut prius petit Judicm' & qd' ipſa ad actionem predict' ulterius reſpondere non compelleretur &c. & quia &c.

JUdgment quod Def' reſpondeat ouſter quia le Plea fuit forſque en Abatement, Et ne fuit pleadable apres Imparlance. *Vi.* 2 *Keble* 134. *Perin* & *Corb's* Caſe.

Naers v. Counteſs de *Huntington.*

Mich. 4 Jac. 2. Rot. 313.

Sci' ſa' ſur Recogn'.

Midd' ſſ. PRecept̄ fuit Vic' Cum Theophilus Comes Huntington & Robert⁹ Comes Scarsdale primo die Decembris anno regni Domini Regis nunc primo vener' coram Thoma Jones Mil' Capitali Juſtic' dicti Domini Regis de Banco apud Cameram ſuam ſcituat̄ in Serjeants Inn in Fleetſtreet London Et recogn' & quilibet eorum recogn' ſe ſepatim debere Georgio Naers Gen' ſummam mille librarum de terris & catallis ſuis & eorum utriuſq; levand̄ quam quidem recognitionem in forma predicta capt̄ idem Capitalis Juſtic' poſtea ſcilicet viceſimo tertio die Januarij Termino Sc̄i Hillarij annis regni dicti Domini Regis primo & ſecundo in predicta Cur' dicti Domini Regis de Banco pred' ſcilicet apud Weſtm̄ in Com' pred' ꝑ manus ſuas ꝓprias in eadem Cur' dicti Domini Regis de Recordo irrotuland' & ibidem in eodem Termino Sc̄i Hillarij coram prefat' Thoma Jones & ſocijs ſuis tunc Juſtic' dicti Domini Regis de Banco pred' irrotulat' exiſtit ꝓut ꝑ Record' inde in eadem Cur' dicti Domini Regis reſiden' liquet manifeſte Quas quidem ſeꝑales ſummas mille librarum pred' Theophilus Comes Huntington & Robertus Comes Scarſdale eidem Georgio nondum ſolver' nec eorum alter ſolvit ꝓut ex inſinuatione predicti Georgij accepat Rex Et quia &c. qd' ꝑ ꝓbos &c. ſcire fac' prefat' Theophilo Comiti Huntington & Roberto Comiti Scarsdale qd' eſſent hic ſcilicet apud Weſtm ad hunc diem ſcilicet ad tres ſeptimanas Sc̄i Michis Oſtenſ̄ ſiquid &c. videlicet predictus Theophilus Comes Huntington quare predicte mille libre ꝑ ipſum in forma predicta recogn' de terris & catallis ſuis & predictus Robertus Comes Scarſdale quare predicte mille libre ꝑ ipſum in forma predicta recogn' de terris & catallis ſuis & eorum utriuſq; levari & p̄d Georgio reddi non debeant juxta formam recupa̅onis p̄d ſi &c. Et modo hic ſcilt apud Weſtm̄ ad hunc diem ſcilt' ad p̄dict' tres ſeptimanas Sc̄i Michis ven̄ p̄dcus Georgius ꝑ Warner Dawes Attorn̄ ſuum Et opt ſe quarto die v̄ſus p̄fat' Theophilum Comitem Huntington & Robertum Comitem Scarſdale de p̄dco placito Et ipſi ſolempnit' exact' non vener' Et Vic' modo mand' qd' nichil h̄ent &c. nec eorum alter aliquid h̄et &c. nec ſunt invent' nec eorum alter eſt invent' &c. Jo' ſicut prius p̄cept fuit Vic' qd' ꝑ ꝓbos &c. ſcire fac' p̄fat' Theophilo Comiti Huntington & Roberto Comiti Scarſdale qd' ſint hic ſcilt' apud Weſtm̄ p̄dict' ad hunc diem ſcilt' in Craſtino Animarum oſtenſ̄ in forma p̄dc̄a Et modo hic ad hunc diem ſcilt' p̄dict' Craſtinum Animarum ven̄ p̄dict' Georgius ꝑ Attorn̄ ſuum p̄d Et opt ſe quarto die v̄ſus p̄fat' Theophilum Comitem Huntington & Robertum Comitem Scarſdale de p̄dict' placito. Et ipſi ſolempnit' exact' non vener' Et Vic̄ ut prius mand' qd' nichil h̄ent &c. nec eoꝝ alter aliquid h̄et &c. nec ſunt invent' &c. nec eorum alter eſt invent' &c. Et ſuꝑ hoc idem Georgius pet' execuc̄onem v̄ſus p̄fat' Theophilum Comitem Huntington de p̄d' mille libris ꝑ ipſum ut p̄fertur recogn' Et v̄ſus p̄fat' Robertum Comitem Scarſdale de pred' mille libris ꝑ ipſum ut prefertur recogn' juxta formam recupac̄onis pred' ſibi adjudicari &c.

Nihil ret.

Auter nihil ret.

Et pred' Theophilus & Robertus ꝑ Carolum Draper Attorn̄ ſuum ven̄ & pet' Judicm' de brevi de Scire fac' pred' quia dic' qd' breve pred' ſic ut prefertur impetrat' gerit dat' apud Weſtm' viceſimo tertio die Octobris anno regni Domini Regis nunc quarto quod quidem breve retornabil' & retornat' fuit hic in Craſtino Animarum inter quem quidem viceſimum tertium diem Octobris & pred' Craſtinum Animarum fuer' niſi quatuordecim dies in quo caſu pred' breve de datu pred' hic retorn' non eſt ſufficien' in lege ad ipſos Theophilum & Robertum in placit' pred' ponend' reſpons' Et hoc parat' ſunt verificare ꝑ breve p̄dict hic ad hunc Craſtinum Animarum pred' retornat' &c.

Deft' appear & plede en Abatement que fuer' tanſq; 14 jours perent' le teſte & le ret' de Sci fac.

Et predictus Georgius quoad placitum predictorum Theophili Comitis Huntington & Roberti Comitis Scarſdale ſuꝑius in caſſac̄onem pred' brevis de Scire fac' ſuꝑius placitat dicit

Demurrer.

cit· qd' placitum illud modo & forma pred placitat' minus ſufficien̄ in lege exiſtit ad breve illud caſſand̄ ſeu ipſum Georgium ab execuc̄one Vſus prefat' Theophilum Comitem Huntington de prediĉtis mille libris ꝑ ipſum ut prefertur recogn' & Vſus p̄fat̄ Robertum Comitem Scarsdale de p̄dcis mille libris ꝑ ipm̄ ut p̄fert recogn̄ h̄end̄ retardand̄ Quodq; ipſe ad placitum illud modo & forma pred' placitat' neceſſe non h̄et nec ꝑ legem terre tenetur reſpondere Et hoc parat̄ eſt verificare unde ꝓ defectu ſufficien̄ placiti in hac parte Idem Georgius ut prius petit Judicm̄ & quod breve illud bonum adjudicetur & execuc̄onem Vſus p̄fat' Theophilum Comitem Huntington ꝓ p̄d' mille libris ꝑ ipſum ut p̄fertur recogn' & execuc̄onem Vſus p̄fat' Robertum Comitem Scarsdale ꝓ pred' mille libris ꝑ ipſum ut prefertur recogn' ſibi adjudicari &c.

Joinder en Demurrer.

Et pred' Theophilus Comes Huntington & Robertus Comes Scarsdale dic̄ qd' pl'itum pred' ꝑ ipſos Theophilum & Robertum in caſſacon' pred' brevis de Scire fac̄ ſupius placitat̄ materiaq; in eodem content' bon' & ſufficien' in lege exiſtit ad breve illud caſſand' & ad ipſum Georgium ab execuc̄one ſua Vſus prefat' Theophil' Comit' Huntington de pred' mille libris ꝑ ipſum ut prefertur recogn' & Vſus prefat' Robertum Comitem Scarsdale de pred' mille libris ꝑ ipſum ut prefertur recogn' h̄end' retardand' quod quidem placitum ipſi iidem Theophilus & Robertus parat̄ ſunt verificare quam quidem materiam predict' Georgius non dedic' nec ad eam aliqualit' reſpond' ſed verificaconem ill' admittere omnino recuſat unde ut prius pet' Judicm̄ de pred' brevi de Scire fac' p̄d Et quod breve illud caſſetur &c.

Quant al Plea en Abatement que fueront forſq; 14 jours inter le Teſte & le Return del *Sci. fa.* fuit reſpond & reſolve que fuit bon per le Stat. 17 *Car.* 1. *cap.* 6. *par.* 8.

Mes donc except' fuit pris que le *Scire fac'* conclude ove ceux parolls, *juxta formam recuperation' prædict'*, ou ſerroit *juxta formam recognition' prædict'*; mes donq; le Brief per Order del Court fuit port eins & vieu, & ceo fuit *Quare, &c in forma prædict' recognit' ſecundum formam recuperat' prædict'*; & ſur ceo fuit rule que le primer part fuit bone, & le darraigne part repugnant & void, & *ideo reſpond'* ouſter fuit agard, Sir *John Holt* donc Serjeant le Roy & ore Ch. Juſtice de Bank le Roy Accouncel ove le Pl.

Young

Young v. *Caſe.*

Cooke. Trin. 2 W. & M. Regis & Reginæ.

Norf. ſſ. URſula Caſe nuꝑ de Stowbꝛidge in Com' pꝛed' vid' Executrix Teſtamenti Thome Caſe nuꝑ viri ſui defunct' attach fuit ad reſpondend' Johi Young de pl'ito tranſgreſs ſuꝑ caſum &c. Et unde idem Johes ꝑ Carolum Turner Attoꝛn' ſuum queritur qd' cum pꝛed' Thomas in vita ſua ſcilt' pꝛimo die Junij anno Domini mill'imo ſexcenteſimo octogeſimo nono apud Garwood in Com' pꝛed' in conſideracõne qd' pꝛed' Johes antetunc vendidiſſet & deliberaſſet eidem Thome in vita ſua quadꝛaginta duo Chalder & dimid' unius Chalder Carbonum ꝓ viginti novem libr' & quindecim ſolid' legalis monete Angl' idem Thomas in conſideracõne inde poſtea ſcilt' eodem pꝛimo die Junij anno ſupꝛadicto apud Garwood pꝛed' ſuꝑ ſe aſſumpſit & eidem Johi adtunc & ibidem fidelit' ꝓmiſit qd' ipſe pꝛed' Thomas pꝛed' viginti novem libr' & quindecim ſolid' ꝓ pꝛed' quadꝛaginta duobus Chalder & dimid' un' Chalder Carbonum eidem Johi cum inde poſtea requiſit' fuiſſet bene & fideliter ſolve & contentare vellet Cumq; etiam pꝛed' Thomas in vita ſua poſtea ſcilt' ſecundo die Junij anno ſupꝛadicto apud Garwood pꝛed' indebitat' fuiſſet eidem Johi in al' viginti novem libr & quindecim ſolid' conſimilis legalis monete Angl' ꝓ al' quadꝛaginta duobus Chalder Carbonum eidem Thome ad ſpecial' inſtanc' & requiſicon' ipſius Thome ꝑ pꝛefat' Johem ante tempus illud vendit' & deliberat' Et ſic inde indebitat' exiſten' idem Thomas in vita ſua in conſideracõne inde poſtea ſcilt' eodem ſecundo die Junij anno ſupꝛadicto apud Garwood pꝛed' ſuꝑ ſe aſſumpſit & eidem Johi adtunc & ibidem fidelit' ꝓmiſit qd' ipſe pꝛed' Thomas pꝛed' viginti novem libr' & quindecim ſolid' ult' mencõnat' pꝛefat' Johi cum inde poſtea requiſit' fuiſſet bene & fidelit' ſolve & contentare vellet Cumq; etiam pꝛed' Thomas poſtea in vita ſua ſcilt' tertio die Junij anno ſupꝛadict' apud Garwood pꝛed' indebitat' fuiſſet eidem Johi in al' viginti novem libr' & quindecim ſolid' ſimilis monete Anglie ꝓ al' quadꝛaginta duobus Chalder & dimid' un' Chalder Carbonum per ipſum Thomam de eodem Johe ante tempus illud empt' hit & recept' Et ſic inde indebitat' exiſten' idem Thomas in vita ſua poſtea ſcilt' pꝛedicto tertio die Junij anno ſupꝛadicto apud Garwood pꝛed' ſuper ſe aſſumpſit & eidem Johi adtunc & ibidem fidelit' ꝓmiſit

Indebit' Aſſumpſit pur Coals vend vers Execut'.

Similis Narr. pur auter Coals.

Quantum meruit pur Coals vend.

Indebit' pur Wares vend.

ꝓmiſit qđ' ipſe pred' Thomas pred' viginti novem libr' & quindecim ſolid' ult' menc̄onat' prefat' Johi cum inde poſtea requiſit' fuiſſet etiam bene & fideliter ſolv̄e & contentare vellet Cumq; etiam pred' Thomas poſtea in vita ſua ſcilt' quarto die Junij anno ſupradicto apud Garwood pred' in conſiderac̄one qđ' pred' Johes ad ſpecial' inſtanc' & requiſicon' ipſius Thome antetunc vendidiſſet & deliberaſſet eidem Thome div̄ſa bona mercimonia & merchandiza ſup̄ ſe aſſumpſit & eidem Johi adtunc & ibidem fidelit' ꝓmiſit qđ ipſe p̄dict' Thomas tantas denar' ſummas quanta eadem bona mercimonia & merchandiza tempore vendicon' & deliberacon' eoꝝdem rōnabilit' valebant eidem Johi cum inde poſtea requiſit' fuiſſet bene & fideliter ſolv̄e & contentare vellet Et idem Johes in facto dic' qđ' p̄d bona mercimonia & merchandize tempore vendicon' & deliberacon' eoꝝdem rōnabilit' valebant triginta libr' conſimilis legalis monete Angl' videlt' apud Garwood pred' Cumq; etiam pred' Thomas poſtea in vita ſua ſcilt' quinto die Junij anno ſupradicto apud Garwood pred' indebitat' fuiſſet eidem Johi in al' triginta libris ſimilis monete ꝓ div̄ſis al' bonis mercimonijs & merchandizis per prefat' Johem ad ſpecial' inſtanc' & requiſicon' ipſius Thome ante tempus illud eidem Thome vendit' & deliberac̄ Et ſic inde indebitat' exiſten' idem Thomas in vita ſua poſtea ſcilt' predicto quinto die Junij anno ſupradicto apud Garwood pred' in conſideratione inde ſuper ſe aſſumpſit & prefat' Johi adtunc & ibidem fideliter ꝓmiſit qđ' ipſe predc̄us Thomas eaſdem triginta libras ult' mentionat' eidem Johi cum inde poſtea requiſit' fuiſſet bene & fideliter ſolv̄e & contentare vellet pred' tamen Thomas in vita ſua ac pred' Urſula poſt mortem ipſius Thome ſeperal' ꝓmiſſ' & aſſumpcon' pred' Thome pred' ſic ut prefertur in vita ſua in forma predicta factas minime curan' Set machinan' & fraudulent' intenden' eundem Johem de pred' ſeperal' denar' ſummis in toto ſe attingen' ad centum quadraginta novem libraꝝ & quinque ſolidos callide & ſubdole decipere & defraudare predict' centum quadraginta novem libras & quinque ſolidos ſeu aliquem inde denar' eidem Johi (licet ad hoc faciend' predictus Thomas in vita ſua ſcilicet primo die Auguſti anno ſupradicto ac predicta Urſula poſt mortem ipſius Thome ſcilicet decimo die Aprilis anno Domini milleſimo ſexcenteſimo nonageſimo & ſepius tam antea quam poſtea apud Garwood predict' per prefat' Johem requiſit' fuiſſent) non ſolv̄unt nec ei ꝓ eiſdem aliqualit' contentaver' Set ill' ei ſolv̄e omnino recuſaverunt ac predicta Urſula ill' ei ſolv̄e adhuc recuſat ad dampnum ipſius Johis quadraginta libraꝝ Et inde ꝓducunt ſectam &c.

Plea que el eſt Admin.

Et p̄d Urſula ꝑ Williel̄m Patrick Attorn ſuum ven̄ & dic' q̄d p̄dict Thomas Caſe apud Garwood p̄dict obijt inteſtat' h̄ens dum vixit & tempore mortis ſue div̄ſa bona jura & credita notabilia in div̄ſis dioceſ̄ ſive peculiar' Juriſdictionib⁹ ratione cujus commiſſio adminiſtrationis omnium & ſingulor̄ bonor̄ & catallor̄ jur̄m & creditor̄ que fuer' p̄dict Thome Caſe ad Joh̄em Sharpe ſacre Theologie Profeſſorem tunc Decan̄ Eccleſie Catholice & Metropolitice Chriſti Cantuar' & ejuſdem Eccleſie Capituli ad quos omnes & omnimod̄ Juriſdictiones Spirituales & Eccleſiaſtica que ad Archiep̄um Cantuar' ſede plena p̄tinuit tunc ratione ſuſpenſionis Rev̄endi in Chriſto Patris ac Dn̄i Dn̄i Willielmi Providencia Divina Cantuar' Archiep̄i ab omni Archiep̄al' Adminiſtratione & Juriſdictione Eccleſie exercit' virtute Statuti hujus Regni ſive Actus Parliamenti nuꝑ in ea re editi & ꝓvis' cui titulus eſt An Act for abrogating the Oaths of Supremacy and Allegiance and appointing other Oaths ꝑtinebat & ſpectabat qui quidem Joh̄es Sharpe tunc Decanus Eccleſie Catholice & Metropolitice Chriſti Cantuar' p̄dict & ejuſdem Eccleſie Capitul' poſt mortem ipſius Thome Caſe adminiſtrationem omnium bonorum & catallorum jur̄m & creditorum que fuer' p̄dict Thome Caſe tempore mortis ſue decimo die Martij anno Dn̄i milleſimo ſexcenteſimo octogeſimo nono apud Garwood p̄dict p̄dict Urſule Caſe commierunt in quo caſu p̄dict Joh̄es Young ipſam Urſulam Adminiſtraticem bonorum & catallorum que fuer' p̄dict Thome Caſe & non Executricem Teſtamenti ipſius Thome Caſe in brevi p̄dict nominaret Et hoc parat' eſt verificare unde pet' Judic̄m de brevi p̄dict &c.

Admin' grant al Def. per le Dean, &c. de Cant' cui pertin' ratione ſuſpencon' del Archeveſq;.

Demurrer.

Et p̄dict Joh̄es Young dic' q̄d p̄dict pl'itm̄ p̄dict Urſule ſuꝑius in caſſacon̄ brevis p̄dict pl'itat' materiaque in eodem content' minus ſufficien̄ in lege exiſtunt ad breve p̄dict caſſand̄ ad quod quidem placitum modo & forma p̄dict pl'itat' neceſſe non h̄et nec ꝑ legem terre tenetur reſpondere Et hoc parat' eſt v̄ificare unde ꝓ defectu ſufficien̄ placiti p̄dict Urſul'e in hac parte idem Joh̄es Young pet' Judic̄m & q̄d breve p̄dict bonum & ſufficien̄ adjudicetur & dampna ſua occaſione p̄miſſ' ſibi adjudicari &c. Et ꝓ cauſis morationis in lege ſuꝑ placito illo idem Joh̄es Young juxta formam Statuti in hujuſmodi caſu nuꝑ edit' & ꝓvis' oſtend̄ & Cur' hic monſtrat has cauſas ſubſequen̄ videl't eo q̄d p̄dict Urſula in pl'ito ſuo p̄dict pl'itavit & allegavit adminiſtracon̄ bonorum & catallorum que fuer' p̄dict Thome Caſe tempore mortis ſue ei commiſſ' fuiſſe Et in placito illo m̄ie placitabit

Cauſes del Demurrer.

tavit ſeu allegavit Literas Adminiſtratorias (que commiſſioñ talis Adminiſtracoñ teſtarentur hic in Cur' ꝑlat fore ac etiam eo qd̄ p̄dict placitum p̄dict Urſule eſt inſufficien' in materia & caret forma.)

SErjeant *Birch* ꝑ quer' priſt ceux Exceptions al ceſt Plea.

1. Que n'eſt alledge en quel Dioceſe le party moruſt inteſtat, ou in quel Dioceſe l'inteſtat *ad bona notabilia*, iſſint que poiet appeare que il moruſt ou *ad bona notabilia* deins le Province de Canterbury, car ſi nemy, donc le Adminiſtrat' ne fuit bien com̄it al Def.

2. Que nient obſtant auter choſe que eſt alledge en le Plea, il poiet eſtre que le Def. ad Adminiſtr' come Executor devant l'Adminiſtrat' grant, & donc le p̄nder d'Adminiſtrat' apres ne voile purger le tort, accord' al *Reads* Caſe, *Co.* 5. 33. *b. Stiles* 384. *Aſhby* v. *Childs*. Et le Court agard Reſpondeas ouſter principalment pur le primer Exception.

Quant al ſecond Exception *quære* ſi ne duit eſtre alledge en le Replication que le Def. ad adminiſter come Executor devant le Adminiſtrat' fuit grant al Def. car iſſint eſt en *Keble* & *Osbaſtons Caſe*, *Hob.* 49. & en *Raſt.* tit. *Executors* n. 2. & le liver de Entries appel *Placita generalia & ſpecialia* pag. 2, & 12. le pleder eſt come icy.

Nota, Que eſt dit que le Commiſſion de Admiñ apperteine al Dean & Chapter.

Bowler

Bowler v. *Spatchurſt.*

Cooke. Paſch. 8 W. 3. Regis.

Midd' ſſ. JOhes Spatchurſt Generoſus attach fuit p breve Domini Regis & Domine nup Regine de privileg' e Cur' hic emanen' ad reſpondend Johi Bowler Generoſo un' Attorn' Cur' Dñi Regis de Banco hic juxta libertat & privileg' ejuſdem Cur' p hujuſmoi Attorn' & alijs Miniſtris de eodem Banco a tempore quo non extat memoria hoium uſitat & approbat in eadem de placito transgr' ſup caſum &c. Et unde idem Johes in ppria pſona ſua queritur quare cum pred Johes Spatchurſt primo die Maij anno Domini milleſimo ſexcenteſimo & nonageſimo quarto apud parochiam Sancti Clementis Dacorum in cons' qd idem Johes Bowler ad ſpecial' inſtanc' & requiſitionem pd Johis Spatchurſt & p eodem Johe in & circa quedam res & negotia ipſius Johis diverſa denar' ſummas ante tempus ill' expendiſſet & erogaſſet necnon magnos laborem diligentiam & ſollicitationem rerum & negotior ill' ſuſtinuiſſet & ſuppeditaſſet ſup ſe aſſumpſit & eidem Johi Bowler adtunc & ibidem fidelit pmiſit qd ipſe pred' Johes Spatchurſt omnes tal' denar' ſumas qual' ipſe idem Johes Bowler p pred Johe Spatchurſt ante tempus ill' in & circa res & negotia ill' expendiſſet & erogaſſet necnon tant denar' ſumas quant ipſe idem Johes Bowler p diligentia & labore ſuis in & circa ſollicitationem rerum & negotiorum ill' rationabilit hēre meruiſſet eidem Johi Bowler cum inde poſtea requiſit' fuiſſet bene & fidelit ſolve & contentare vellet Et idem Johes Bowler in facto dic' qd ipſe pred Johes Bowler tempore pmiſſionis & aſſumptionis ill' ſeptuaginta ſolid legalis monete Anglie in & circa ſollicitationem rerum & negotiorum ill' p eodem Johe Spatchurſt expendiſſet & erogaſſet Et duodecim libras ſt'lis leg'lis monete Anglie p labore & diligentia ſuis pred de pred Johe Spatchurſt rationabilit habere meruiſſet unde pred Johannes Spatchurſt poſtea ſcilt eodem primo die Maij anno Domini milleſimo ſexcenteſimo & nonageſimo quarto ſupradicto apud pd parochiam Sancti Clementis Dacorum notitiam habuit Cumq; etiam pdict Johannes Spatchurſt poſtea ſcilt eodem primo die Maij anno Domini milleſimo ſexcenteſimo & nonageſimo quarto ſupradicto apud pdict pochiam Sancti Clementis Dacorum indebitat' fuiſſet eidem Johanni Bowler in alijs ſeptuaginta ſolidis ſt'lis legalis monete Anglie p conſimili

Count ſur Brief de Privilege per un Attorney de C. B.

1 Narr' ſur aſſumpſit pur derniers expend circa les beſoignes del Def. & pur derniers qui il ad deſerve pur ſon labor en ſollicitat' del beſoignes del Def.

Averment que il ad expend 3 l. 10 s.

Et que il deſerve pur ſon labor 12 l.

2 Narr' ſur un indebitat' aſſumpſit pur deniers expend pur le Pl.

ſimili denar' ſum̄a ꝑ eundem Johannem Bowler ad ſpecialem inſtanciam & requiſitionem pꝛed̄ Johannis Spatchurſt & ꝓ eod̄ Johanne ante tempus ill' expendit̄ & erogat̄ Et ſic inde indebitat̄ exiſten' pꝛed̄ Johannes Spatchurſt poſtea ſcilt̄ eodem pꝛimo die Maij anno Dñi mill'imo ſexcenteſimo & nonageſimo quarto ſupꝛad̄ apud pꝛed̄ parochiam Sancti Clementis Dacoꝛum in cons' inde ſup̱ ſe aſſumpſit & eidem Johanni Bowler adtunc & ibidem fidelit' ꝓmiſit qd̄ ipſe p̄d Johannes Spatchurſt p̄d ult' mentionat ſeptuaginta ſolidos eidem Johanni Bowler cum inde poſtea requiſit' fuiſſet bene & fidelit' ſolv̄e & contentare vellet

3 Narr' ſur aſſumpſit a payer al Pl. 10 Guineas pur ſon labor & diligence avantdits.

Cumq; etiam pꝛed̄ Johannes Spatchurſt poſtea ſcilt' eodem pꝛimo die Maij anno Domini milleſimo ſexcenteſimo & nonageſimo quarto ſupꝛadicto apud p̄d parochiam Sancti Clementis Dacoꝛum in cons' qd' idem Johannes Bowler ad ſpecial' inſtantiam & requiſitionem pꝛed̄ Johannis Spatchurſt magnos laborem & diligentiam ipſius Johannis Bowler in & circa quedam al' res & negotia pꝛed' Johannis Spatchurſt ſuſtinuiſſet & impendiſſet pꝛed' Johannes Spatchurſt poſtea ſcilt' eodem pꝛimo die Maij anno Domini milleſimo ſexcenteſimo & nonageſimo quarto ſupꝛadicto apud pꝛed' parochiam Sancti Clementis Dacoꝛum ſuper ſe aſſumpſit & eidem Johanni Bowler adtunc & ibidem fidelit' ꝓmiſit qd̄ ipſe pꝛed' Johannes Spatchurſt decem pecias auri vocat' Guineas quamlibet peciam inde valor' viginti & unius ſolidoꝛum & ſex denar' ſimilis legalis monete Anglie eidem Johanni Bowler ꝓ laboꝛe & diligentia ſuis pꝛed' cum inde poſtea requiſit' fuiſſet bene & fidelit' ſolv̄e & contentare vellet

4 Narr' ſur indebitat' aſſumpſit pur 10 l. expend & pur ſon labor & circa auters choſes ut Sollicitor del Def.

Cumq; etiam pꝛed' Johannes Spatchurſt poſtea ſcilt' eodem pꝛimo die Maij anno Domini milleſimo ſexcenteſimo & nonageſimo quarto ſupꝛadicto apud parochiam Sancti Clementis Dacoꝛum pꝛed' indebitat' fuiſſet eidem Johanni Bowler in decem libꝛis ſimilis legalis monete Anglie tam ꝓ denar' ꝑ ipſum Johannem Bowler ut Sollicitatoꝛem pꝛed' Johannis Spatchurſt ante tempus illud expendit̄ & erogat̄ quam ꝓ laboꝛe & diligentia ipſius Johannis Bowler in & circa ſollicitacon' div̄ſoꝛum al' rerum & negotioꝛum in lege pꝛed' Johannis Spatchurſt & ad ſpecialem inſtantiam & requiſitionem ipſius Johannis Spatchurſt ante tempus illud impens' errogat' & ſuſtent' Et ſic inde indebitat' exiſten' pꝛed' Johannes Spatchurſt poſtea ſcilt' eiſdem die & anno apud pꝛed' paroch' Sancti Clementis Dacoꝛum in cons' inde ſuper ſe aſſumpſit & eidem Johanni Bowler adtunc & ibidem fidelit' ꝓmiſit qd' ipſe pꝛed' Johannes Spatchurſt pꝛed' decem libꝛas eidem Johanni Bowler cum inde poſtea requiſit' fuiſſet bene & fidelit' ſolv̄e & contentare vellet pꝛed' tamen Johannes Spatchurſt ſeperales ꝓmiſſiones & aſſumptiones ſuas p̄dcas̄ ſic ut p̄fert' factas m̄ie curans ſet machinans & fraudulent' intendens eundem Johannem Bowler in hac parte callide & ſubdole decip̄e & defraudare p̄dcas̄ ſepales denar̄ ſummas ſeu aliquem inde denar̄ eidem Johanni Bowler licet pꝛed̄ Johannes Spatchurſt ad hoc faciend̄ ꝑ p̄dcm̄ Johannem Bowler poſtea ſcilt' ſecundo die Maij anno Dn̄i mill'imo ſexcenteſimo & nonageſimo quarto ſup̄dicto apud parochiam Sc̄i Clement' Dacoꝝ p̄dcam̄ requiſit' fuiſſet non ſolvit ſet ill' ei hucuſq; ſolv̄e ſeu aliqualit' ꝓ eiſdem contentare o͞io recuſavit & adhuc recuſat unde dic̄ qd̄ deterioꝛat' eſt & dampnum habet ad valenciam quadꝛaginta libꝛaꝝ Et inde ꝓduc̄ ſectam &c. Pleg' de ꝓs̄ Johannes Doe Ricardus Roe.

Spec' request.

Et p̄dcus̄ Johannes Spatchurſt ꝑ Johannem Powell Attoꝛn̄ ſuum ven̄ & defend̄ vim & injur' Et dic̄ quod viceſimo ſeptimo die Junij anno regni dictoꝛum Dn̄i Regis & Dn̄e Regine ſexto extra eandem Cur' hic ſcilt' apud Weſtm̄ in Com̄ Midd̄ quoddam aliud bꝛe eoꝝdem Dn̄i Regis & Dn̄e Regine de pꝛed̄ pl'ito v̄ſus ipm' Johannem Spatchurſt ꝑ nōen Johannis Spatchurſt tunc Vic̄ Wilts̄ direct' emanavit ꝑ qd̄ quidem bꝛe iſdem Dn̄us Rex & Dn̄a Regina p̄ceperant eidem Vicecom̄ qd̄ attach' p̄dict' Johannem Spatchurſt Ita qd̄ eum haberet coꝛam Juſtic̄ dcoꝝ Dn̄i Regis & Dn̄e Regine hic ſcilt' apud Weſtm' p̄dict' die Mercurij ꝓx' poſt Quinden̄ Sancti Martini tunc pꝛox' ſequen' ad reſpondend̄ pꝛedicto Johanni Bowler per nomen Johannis Bowler Gen' unius Attoꝛn' Cur' dcoꝝ Dn̄i Regis & Dn̄e Regine de Banco juxta libertat' & pꝛivileg' ejuſdem Cur' ꝓ hujuſmodi Attoꝛn' & alijs miniſtris de eodem Banco a tempoꝛe quo non extat memoꝛia uſitat' & apꝓbat' in eadem de pl'ito tranſgr̄ ſuper caſum &c. Et qd̄ idem Vic̄ haberet tunc hic bꝛe illud Et idem Johannes Spatchurſt ulterius dic̄ quod p̄dcā cauſa acc̄onis modo ꝓſecut' & p̄dcā cauſa acc̄onis in p̄dict' al' bꝛi menc̄onat' ſunt una & eadem cauſa & non div̄ſe Quodq; p̄d aliud bꝛe in eadem Cur' hic adhuc pendet m̄ie diſcontinuat' Et hoc parat' eſt v̄ificare unde petit Judicm' de iſto poſterioꝛi bꝛi impetrat' & modo ꝓſecut' pendente p̄dcō alio bꝛi &c.

Plea en Abatement pur auter action pendant ſur brief al Vic' de Wilts' direct'.

Averment que eſt le meſme cauſe d'Action.

Et p̄dcus̄ Johannes Bowler dic̄ quod bene & verum eſt qd̄ bꝛe p̄dict' v̄ſus p̄fat' Johannem Spatchurſt Vic̄ Com' Wilts̄ direct' qual' idem Johannes Spatchurſt ſuperius pl'itando allegavit emanavit ſet idem Johannes Bowler ulterius dic̄ quod p̄dict' Vic̄ Com' Wilts̄ nichil inde fec̄ nec ad dictum diem Mercurij ꝓx' poſt p̄dcam quinden' Sc̄i Martini bꝛe p̄dict' miſit nec p̄dcus̄ Johannes Spatchurſt adinde comꝑuit quodq; idem Johannes Bowler poſtea ſcilt' p̄dcō viceſimo ſeptimo die Junij anno ſexto ſup̄dicto extra eandem Cur' hic ſcilt' apud Weſtm'

Replic' pur que le Pl. confeſs que fuit tiel brief al Vic' de Wilts. Mes dit que nil fuit fait ſur ceo.

Que auter brief de meſme le teſte fuit proſecute direct al Vic' de South'. Appearance del Def. al ceſt brief prout, &c.

p̄dict quoddam al' bre de attach' Vic Com' South'ton direct p̄ſecut fuiſſet retornabile hic ſcilt apud Weſtm' p̄dict coram Juſtic ejuſdem Cur p̄dcō die Mercurij pr' poſt quindenam Sci Martini ad quod quidem ult mencōnat bre p̄dict Johannes Spatchurſt per Attorn' ſuum p̄dict comperuit put per record' comparentie illius plenius liquet & apparet & ſuperinde idem Johannes Bowler per narracōnem ſuam p̄dcam v̄ſus p̄dictum Johannem Spatchurſt narravit Et hoc parat eſt verificare unde pet Judicm' & quod p̄dcus Johannes Spatchurſt ad bre ſuum p̄dcm' ult mencōnat reſpondeat &c. Demurrer, & Joinder en Demurrer.

LE Opinion de tout le Court fuit que le Replicat' fuit mal, quia le Action eſt giſt en Midd' & le Pl. per ſon Replicat' ad confeſs que le Brief al que le Pl. appear, & ſur quel le Pl. ad declare fuit direct' al Vic' de South' que ne poit eſtre, car le Action eſt giſt en Midd' iſſint que le ore Declarat' eſt ſuppoſe d'eſtre foundue ſur un Brief direct' al Vic' de Midd' & non al Vic' de South', & donques per le allegat' que le appearance del Def. fuit ſur un Brief al Vic' de South' il ad de ſon monſtrans demeſne falſifie ſon Brief. Judgment fuit done que le Brief abatera.

Anne Wells v. Reeve Williams.

Mich. 9 W. 3.

Plea en Abatement que le Teſtator fuit un Alien.

EN Debt ſur Obl' port per. A. come Executrix de S. W. Defend per A B. Attorn' ſuum ven' & defend vim & injur quando &c. & dic qd p̄d A. actionē non &c. quia dic qd p̄d S. alienigena fuit in Regno Francie ſub regimine Regis Gallie inimic Dni Regis Angl' de patre & matre & eidem adverſario ſuo adherentib; oriundus & ingreſſus fuit Regn Angl' abſq; conductu ipſius Domini Regis Et hoc &c.

Repl' qd p̄dict S. p̄d tempore confeccōn' ſcripti Obligatorij p̄d & ſemper poſtea uſq; ad mortem ipſius S. fuit & remanſit in Angl' per licenc & proteccōn' Dni Regis nunc ſcilt apud London &c. Et hoc &c. unde petit Judicm' per qd p̄dict R. ad bre & narr ſuam p̄d reſpondeat. Def. Demur generalment.

JUdgment quod reſpondeat ouſter quia ne appiert mes que le Teſtator poiet vener' en Angleterre en temps de Peace, & ad per touts temps apres quietment continue, que per le C. J. amountant al un Licence. 2. Si il veneroit icy en temps de Guerre, & ad continue icy ſans diſturbance il ſerroit intend que il veneroit icy ove Licence. *Vid. Mo.* 839. *Dy.* 2. *Benl.* 10.

Nota, que le Plea eſt *Actio non*, &c. Et le Repl' prie Judgment quod Def. reſpondeat. Veies pur ceo *Raſt. en Ejectment* 7. Treſpaſs en Alien. 1 *Aſh.* 11. en le Aſſize de *Bagot.* 9 *E.* 4. 7. le Pl. demand Judgment de Brief; mes *Litt.* ſect. 198. diſt que le Def. poiet demand Judgment, *ſi reſpondere debeat*, &c.

Shovel v. *Evance.*

Cooke. Mich. 9 W. 3. Regis.

Indebit' aſſumpſit vers 2 Defts. Un eſt utlag'.

Lond' ſſ. STephanus Evance nuper de London Mil' & Whitfield Hayter nuper de London p̄ed Aurifaber attach' fuet̄ ad reſpondend̄ Cloudeſley Shovel Mil' de pl'ito tranſgreſs̄ ſuper caſum &c. Et ſciendum eſt qd̄ p̄d Whitfield per p̄ceſs̄ in Cur̄ Dni Regis hic ſuper bri p̄d h'it̄ utlagat̄ exiſtit Et unde idem Cloudeſley per Robertum Waring Attorn' ſuum queritur qd̄ cum p̄d Stephanus & Whitfield tertio die Junij anno regni Dni Regis nunc ſeptimo apud London p̄d in parochia beate Marie de Arcub; in warda de Cheape indebitat̄ fuiſſent p̄d Cloudeſley in mille & trigint̄ libr̄ p̄ denar̄ per p̄d Stephanum & Whitfield de eodem Cloudeſley ante temp⁹ illud h'it̄ & mutuat̄ Et ſic inde indebitat̄ exiſten' p̄d Steph' & Whitfield in conſideracōne inde poſtea ſcilt̄ eodem tertio die Junij anno ſeptimo ſup̄dc̄o apud London p̄d in paroch' & ward̄ p̄d ſuper ſe aſſumpſet̄ & eidem Cloudeſley adtunc & ibidem fidelit̄ p̄miſet̄ qd̄ ipſi p̄d Stephanus & Whitfield p̄ed mille & trigint̄ libr̄ eidem Cloudeſley ſuper viceſimum diem Novembr̄ anno regni dc̄i Dni Regis nunc ſeptimo ſupradicto bene & fidelit̄ ſolve & contentare vellent p̄d tamen Stephanus & Whitfield p̄miſſion' & aſſumpcon' ſus p̄d mie curan' ſet machinan' & fraudulent̄ intenden' eundem Cloudeſley in hac parte callide & ſubdole decipere & defraudare p̄d mille & trigint̄ libras ſeu aliquem inde denat̄ ſuper p̄d viceſimum diem Novembr̄ anno regni dc̄i Dn̄i Regis nunc ſeptimo ſupradicto ſeu unquam poſtea licet adinde poſtea ſcilt̄ primo die Octobris anno regni dc̄i Dn̄i Regis nunc octavo & ſepius poſtea apud London p̄d in paroch' & ward p̄d per eundem Cloudeſley requiſit̄ fuiſſent non ſolvet̄ ſet ill' ei ſolv̄e hucuſq; recuſaver' & adhuc recuſant ad dampnum ipſius Cloudeſley mille & triginta libraꝝ Et inde ꝓduc̄ ſectam &c.

Plea per auter Def. que le Def. que eſt utlage eſt miſnoſme

Et p̄d Stephanus per Carolum Towneſend Attorn' ſuum ven' & dic̄ q̄d in London p̄d duo habentur viri vocat̄ & cognit̄ per nõen cognõen & addic̄on de Whitfield Hayter Aurifabr̄ videlt̄ Whitfield Hayter ſen' & Whitfield Hayter jun' q̄dq; p̄d Whitfield Hayter in Br̄i Original' ipſius Cloudeſley nõiat̄ eſt Whitfield Hayter jun' Et hoc parat̄ eſt ꝟificare unde ex quo non apparet in br̄i p̄d ꝟſus quem eoꝝdem Whitfield Hayter ſen' & Whitfield Hayter jun' idem br̄e impetrat̄ eſt idem Stephanus pet̄ Judicm' de br̄i ill' &c. Demurrer & Joinder en Demurrer.

JUdgment quod reſpondeat ouſter, car un ne pledera miſnoſmer de ſon companion, *Br. miſnoſmer* 10. vid. 14 *H.* 6. 3. & *Br.* tit. *miſnoſmer* 79. *Lutwyche* fuit Accouncel ove le Pl.

Moſley v. *Coldwell.*

Winford. Mich. 10 W. 3. Regis. Rot. 255. in C. B.

Formedon en deſcender ſur Covenant deſtoyer ſeiſie.

Ebor' ſſ. RIcardus Moſley filius & heres Ricardi Moſley defunct̄ per Willielmum Radcliffe Attorn' ſuum petit verſus Thomam Coldwell duo Meſſuagia vigint̄ acras terre viginti acras prati & viginti acras paſtur̄ cum ꝑtin' in Shelley de quib; Johannes Moſley avus p̄dict̄ Ric̄i fil' ſeit̄ fuit in dominico ſuo ut de feodo & per quandm' Indenturam inter ipſum Johannem & quoſdam Joſephum Lockwood & Johannem Clay confect̄ convenit & conceſſit cum eiſdem Joſepho & Johanne Clay q̄d ipſe idem Johannes avus & hered̄ ſui ſtarent & eſſent ſeit̄ de tenementis p̄dict̄ cum pertin' ad uſum Ric̄i Moſley filij & heredis p̄dict' Johannis avi & hered̄ maſculoꝝ de corpore ſuo l'itime ꝓcreat̄ ſive ꝓcreand̄ Et que poſt mortem p̄dict̄ p̄dict̄ Ric̄i filij & heredis p̄dict̄ Johannis avi p̄fat̄ Ric̄o filio & heredi p̄dict̄ Ric̄i deſcendere debent per formam convencon’ & conceſſion’ p̄dict̄ & vigore Statut̄ &c. Et unde dicit q̄d p̄d Johannes Moſley avus p̄d Ric̄i decimo octavo die Octobris anno regni Dn̄i Caroli nuꝑ Regis Angl’ &c. primi decimo ſeit̄ fuit de & in ten̄tis p̄d cum ꝑtin̄ in dn̄ico ſuo ut de feodo Et ſic inde ſeit̄ exiſten̄ idem Joħes Moſley poſtea ſcil’t eodem decimo octavo die Octobris anno decimo ſup̄dc̄o ꝑ quandam Indenturam inter ipſum Joħem Moſley ex una parte & p̄fat̄ Joſeph Lockwood & Joħem Clay ex altera parte apud Shelley p̄d confect̄ Et hic in Cur̄ ꝓlat̄ ꝓ & in conſideracōne interior̄ amoris & affeccōnis que ipſe idem Joħes avus geſſit erga p̄d Ric̄m filium ſuum & hered̄ apparen̄ & ut ten̄ta p̄d continuarent & remanerent in ſanguine & cognomine p̄d Joħis Avi quam diu Deus idem ꝑmitteret convenit & conceſſit cum eiſdem̄ Joſepho Lockwood & Johanne Clay Executoribȝ & Adminiſtratoribȝ ſuis q̄d ipſe idem Joħes Avus & heredes ſui & oīs al’ ꝑſona & ꝑſone que tunc eſſent vel ad aliquod tempus impoſterum forent & eſſent ſeit̄ de ten̄tis p̄d cum ꝑtin’ ſtarent & eſſent inde ſeit̄ ad uſum Ric̄i Moſley fil’ & hered̄ ſui apparen̄ & hered̄ maſculoꝝ de corpore ſuo l’itime procreat̄ ſive procreand̄ Quorum p̄textu & vigore Statut̄ in Parliament̄ Dn̄i Hen̄ nuꝑ Regis &c. octavi apud Weſtm̄ in Com̄ Midd̄ quarto die Februarij anno regni ſui viceſimo ſeptimo de uſibȝ in poſſeſſionem transferendis tent̄ edit̄ p̄d Ric̄us Moſley fil’ p̄d Joħis ſeit̄ fuit de ten̄tis p̄d cum ꝑtin’ in dn̄ico ſuo ut de feodo & jure ꝑ formam convencon̄’ & conceſſion’ p̄d &c. tempore pacis tempore Dn̄i Caroli nuꝑ Regis Anglie &c. ſecundi videl’t infra vigint̄ annos jam ult̄ elapſ̄ capiend̄ inde expleſ̄ ad valenc̄ &c. Et de ipſo Ric̄o filio p̄d Joħis Moſley deſcendit jus ꝑ formam &c. iſti Ric̄o qui jus petit ut filius & heres p̄d Ric̄i patris ſui Et que poſt mortem &c. Et inde ꝓduc̄ ſectam &c.

Et p̄dc̄us Thomas ꝑ Hen̄ Hemingway Attorn’ ſuū ven’ Et quoad unū Meſſuagiū decem acras terre quindecim acras prati & quindecim acras paſtur̄ cum ꝑtin’ de ten̄tis p̄dict̄ cum ꝑtin’ ſuꝑius petit̄ parcell’ dicit q̄d ipſe eadem ten̄ta parcell’ p̄fat̄ Ric̄o modo pet̄ reddere non poteſt quia dic̄ q̄d ip̄e non̄ eſt tenēs eoꝝdem un’ Meſſuag’ decem acrar̄ terre quindecim acrar̄ prati & quindecim acrar̄ paſtur̄ cū ꝑtin̄ ſeu alicujꝰ inde parcell’ ut de libero ten̄to nec fuit die impetracōnis b̄ris Original’ ejuſdem Ric̄i nec unquam poſtea ſed quidam Joħes Downes eſt & die impetracōnis b̄ris ill’ fuit inde tenens ut de libero ten̄to Et hoc parat̄ eſt ꝟificare unde quoad eadem ten̄ta parcell’ cum ꝑtin’ idem Thomas petit Judicm’ de b̄ri ill’ &c. Et quoad unū Meſſuagiū

Plea per Non tenure al part, et monſtre que eſt le Tenant de ceſt part.

decem

Al reſidue Entry per le Def.

decem acras terre quinq; acras p̃rati & quinq; acras paſtur̃ cum ꝑtin' de tenementis p̃dict̃ ſuperius petit̃ reſid̃ idem Thomas defendit jus ſuũ quando &c. Et dicit qđ p̃d Ric̃us modo petens poſt mortem p̃d Ric̃i patris ſui in eadem tenementa reſid̃ cum ꝑtin' intravit ut in terras ei in forma p̃d deſcenden' & fuit inde ſeiſ̃ Et hoc parat̃ eſt ṽificare unde quoad eadm̃ tenementa cum ꝑtin' reſid̃ idem Thomas etiam petit Judicm' de br̃i p̃d &c.

Replic' a le Non-tenure que tenant fuit ten',&c. & Iſſue ſur ceo.

Et p̃d Ric̃us Moſley quoad p̃d placitum p̃d Thome quoad p̃d unũ Meſſuagiũ decem acras terre quindecim acr̃ p̃rati & quindecim acr̃ paſtur̃ de teñtis p̃d cum ꝑtin' ſuperius petit̃ parcell' in caſſac̃onem br̃is p̃d ſuperius pl'itat̃ dicit qđ br̃e illud rac̃one p̃allegat̃ caſſari non debet quia dicit qđ die impetrac̃onis br̃is Original' ipſius Ric̃i Moſley ſcil't decimo octavo die Februarij anno regni Domini Regis nunc nono p̃d Thomas fuit tenens tenentor̃ ill' cum ꝑtin' ut de libero teñto ꝓut per br̃e p̃d ſupponit Et hoc petit quod inquiratur ꝑ p̃riam̃ Et p̃d Thomas ſil'it̃ &c.

Al reſidue le Def. demur.

Et quoad p̃d pl'itum p̃d Thome quoad p̃d unũ Meſſuagiũ decem acras terre quinq; acras p̃rati & quinq; acras paſtur̃ cum pertin' ſuperius pl'itat̃ idem Ric̃us dicit qđ per aliqua in ea parte ſuperius pl'itat̃ br̃e ſuũ p̃d caſſari mĩe debet quia dicit qđ placitum p̃d per ipſum Thomam ſuperius in ea parte placitat̃ materiaq; in eodem content̃ minus ſufficien' in lege exiſtunt ad br̃e p̃d in ea parte caſſand̃ ad quod idem Ric̃us neceſſe non habet nec per legem terre tenetur aliquo modo reſpondere Et hoc parat̃ eſt ṽificare unde ꝓ defectu ſufficien' reſpons̃ in hac parte idem Ric̃us petit Judicm' Et qđ br̃e ſuũ p̃d in ea parte bon' adjudicetur qđq; p̃d Thomas ad br̃e illud in ea parte ulterius reſpondeat &c. Joinder en Demurrer.

Fuit object que ceſt darr' Plea del Entry, &c. fuit mal pur ceux cauſes.

1. Pur ceo que fuit inconſiſtent, ove le primer Plea de Non-tenure quant al part, car per ceo il per implicat' confeſs luy meſme d'eſtre tent' de ceſt part al quel il n'ad plede Non-tenure; mes per ſon darr' Plea il contradict ceo. Car ſi le Def. ad entr' en alt' part, & fuit en ſeiſin de ceo il ne poiet eſtre tent' de ceo. Et auxi pur un auter reaſon les Pleas ſont repugnant l'un a l'auter, car per le primer il voile aver le Brief abatable en part, & per le ſecond il diſt que tout le Brief eſt *de facto* abate per le Entry, car iſſint il eſt per le Ley, car ſi le Def. enter en aſcun part, &c. il falſifie tout ſon Brief, & iſſint ſont 26 *H.* 6. 81. 5 *H.* 7. 7. & 5 *E.* 4. 116, 117.

2 Reaſon que le Plea fuit mal, fuit pur ceo que nul temps eſt mention quand le Demandt' enter & poet eſtre ou devant le Brief, & donq; doiet eſtre iſſint plede, mes ſi pendant le brief & devant aſcun contiñ donque doiet eſtre plede *pendenti Brevi*, & ſi puis le darr' contiñ donque doiet eſtre plede accordant, & pur ceo eſt pris pur un Rule per Jenor Prothoñ *Br. Brief* 2. Et eſt coūnement practiſe en les livers, *Vide* 21 *H.* 6. *a. Raſtal* en *Venire Placito* 1, & 381. *Aſhton* 9. *Placito* 30. *Lutwyche* Accouncel ove le Demandant, *Girdler* ove le Tenant.

Draycote v. *Curzon*.

Tempeſt. Hill. 11 W. 3. Regis. Rot. 512.

Derb' ſſ. Jana Draycote vid̄ que fuit uxor Johis Draycote Gen' p W. T. Attorn' ſuū pet̄ v̄s Nath Curzon Bar̄ tertiam partem unius Meſſuagii 40 acrar̄ terre 40 acrar̄ prati & 40 acrar̄ paſtur̄ cū ptin' in Loſcoe & Codnor ut dotem ipſius Jane ex dotacōne p̄d Johis Draycote quondam viri ſui &c. Et p̄d Nathaniel p J. H. Attorñ ſuū veñ & dic̄ quod p̄d Jana ad demand̄ ſuam p̄d reſponderi non debet Quia dic̄ qd̄ ip̄e idem N. al's ſcil't Termino S̄ce Triñ anno regni Dñi Regis nunc nono implacitavit p̄d Janam p noen Jane Draycote tunc nup de L. in Coñ D. vid̄ al's dict̄ Jane Draycote de L. p̄d vid̄ in Cur̄ dc̄i Dñi Regis de Banco hic de plito debiti ſup demand̄ 340 l. p̄dcā Jana p eo qd̄ non veñ in eadem Cur̄ de Banco hic eidem N. inde reſpondit ſecundum legem & conſ̄ hujus Regni Angl' in exigend̄ pōit̄ fuit ad utlagand̄ in London Eacꝫ occōne poſtea ſcil't die Lune px' ante Feſtum Purificacon' beate Marie Virginis anno regni dc̄i Dñi Regis nunc nono in London p̄d eadem J. ad ſectam ipſius N. de p̄d plito debito juris modo waviat̄ fuit & adhuc waviat̄ exiſtit put p record̄ & proceſſ̄ inde in Cur̄ hic remaneñ plenius liquet & apparet Et hoc parat̄ eſt verificare &c. unde pet̄ Judiciū ſi p̄d J. ad demand̄ ſuam p̄d reſponderi debeat &c. Cum hoc quod idem N. verificare vult qd̄ record̄ p̄d adhuc in ſuis plen' robore vigore & effectu remanet mie revocat̄ reverſat̄ pardonat̄ ſive adnullat̄ &c.

Dower.

Plea en Abatement que le Def. eſt waive.

Et p̄dcā Jana dic̄ qd̄ p aliqua p̄allegat̄ a reſpond̄ ad bre ſuū p̄d repelli non debet Quia dic̄ qd̄ die impetracon' bris original' ſup quod utlagat̄ p̄d pnunciat̄ fuit eadem Jana fuit comorant' apud

Replic' Que el fuit comorant al auter lieu, &c.

apud Stanley Grange in Com̃ Oxon' p̃d Abſqꝫ hoc qđ ip̃a adtunc fuit comoran' apud L. p̃d ꝓut ꝑ recorđ utlagarie p̃d ſuperius ſupponitur Et hoc parat̃ eſt ṽificare unde pet̃ Judicm̃ Et qđ ipſe p̃d N. ad bře & narr̃ ſua p̃d ulterius reſpondeat &c. Demurrer & Joinder en Demurrer.

FUit inſiſt per le Counſel del Tenant que admittant que le Utlary fuit erroneous, uncore ne fuit void ou voidable forſq; per Brief d'Error ou averment ſur le Utlary Roll per le party que doit veñ eins en cuſtody, & nemy per le Plea en ceo collateral Action de Dower accordant al 2 *Inſt*. 670. ſur que l'opinion del Court fuit que le Replicat' del Demandant ne fuit bone, quia le matter de ceo ne fuit pleadable en ceſt collateral Action, & que le Utlary ſerra en force tanq; reverſe en ꝓper manner.

Mes donque fuit object per le Counſel del Demandant que le Plea del Tenant fuit mal, quia eſt dit que le Demandant Term̃ Trin̄, &c. fuit implede per nomen *Jane Draycote tunc nuper de Laſcoe*, &c. lou ſerroit *nuper de Laſcoe* ſans le parol (*tunc*) *ſed non allocatur exceptio*. 2 Except' Que eſt nul averment en le Plea del Tenant que *Jane Draycote* en le Utlary, & le ore Demandant ſont meſme le perſon, a que fuit reſpond, & iſſint reſolve per le Court que (*prædict'*) *Jana* fuit ſufficient averment del identity de perſon, eſpecialment les parols (*per nomen*, &c.) eſteant add. 3 Except' Que le Tenant duiſſoit a ꝓducer le Utlary *ſub pede ſigilli* ceo eſteant un dilatory Plea en diſability de perſon. Al que fuit reſpond, & iſſint reſolve per le Court, Que le Record de Utlary eſteant en meſme ceſt Court ne beſoigne a pleder ceo *ſub pede ſigilli*, auterment ſi ad eſtre plede en auter Court, & ſur ceo le Brief fuit quaſh per *Judic' Curiæ*, Serjeant *Birch* ore Serjeant le Reigne, fuit Accouncel ove le Demandant, & Serjeant *Girdler* ove le Defendant.

Nota, Que en addition d'Eſtate, Degree ou Myſtery per le Stat. de 1 *H*. 5. cap. 5. doiet eſtre alledge come le Tenant ou Def. en le Action fuit al temps de Brief purchaſe, & nemy ove un *nuper*, come *nuper Ar'*, &c. auterment d'un lieu de habitation, quia hommes ſont frequent alterant' de leur habitations. *Co*. 2 *Inſt*. 670.

VVallis v. *Savil.*

Winford. Hill. 13 W. 3. Regis. Rot. 1506.

Ebor' ſſ. Samuel Savil nuper de Mexbrough in Com' p̃d Gen' Thomas Naylor nuper de Caſtr̃ Ebor̃ in Com' p̃d Yeoman & Thomas Stacy nuper de Rotherham in Com' p̃d Yeoman attach' fuer̃ ad reſpondend̃ Edwardo Wallis Gen' de placito quare vi & armis Averia ipſius Edri p̃cij ſexaginta libraꝝ apud Mexbrough nuper invent̃ ceper̃ fugaver̃ & abduxer̃ Et al' enormia ei intuler̃ ad grave dampnũ ipſius Edri & contra pacem Domini Regis nunc &c. Et unde idem Edrus per Will'm Radcliff Attorn' ſuũ querit̃ quod p̃d Samuel Thomas & Thomas primo die Octob̃ anno Domini milleſimo ſeptingenteſimo primo vi & armis Averia ipſius Edri videl't tres apros decem ſues quindecim porcos decem porculos vocat̃ Gilts tresdecim al' porculos vocat̃ Pigs ſexaginta oves femin' Anglice Ewes ſexaginta petrones Anglice Weathers decem oves maſcul' Anglice Tupps & ſexaginta agnos p̃cij &c. apud Mexbrough p̃d nuper invent̃ ceper̃ fugaver̃ & abduxer̃ Et al' enormia &c. ad grave dampnũ &c. Et contra pacem &c. Unde dic̃ qd' deteriorat̃ eſt & dampnũ habet ad valent̃ centũ libraꝝ Et inde p̲duc̃ ſectam &c. — Treſpaſs pur priſal de avers.

Et p̃d' Samuel Thomas & Thomas per Will'm Aſtabie Attorn' ſuũ ven' & defend' vim & injur̃ quando &c. Et quoad venit̃ vi & armis necnon tot̃ tranſgr̃ p̃d' p̃ter capcon' fugacon' & abduccon' viginti ovium feminñ quindecim petron' duodecim agnoꝝ & decem al' ovium vocat̃ Hogs duaꝝ ſuũ duoꝝ aproꝝ & undecim porculoꝝ de Averijs p̃d' dicunt quod ipſi in nullo ſunt inde culpabiles & de hoc pon' ſe ſuper p̃riam Et p̃d' Edwardus inde ſilit̃ &c. — Plead Non culꝰ al part.

Et quoad capcon' fugacon' & abduccon' p̃d' viginti ovium feminñ quindecim petronum duodecim agnoꝝ & decem al' ovium vocat̃ Hogs duaꝝ ſuũ duoꝝ aproꝝ & undecim porculoꝝ de Averijs p̃d' ſuperius fieri ſuppoſit̃ Iidem Samuel Thomas & Thomas dicunt quod p̃d' Edrũs acc̃onem ſuam p̃d' inde v̾ſus eos habere non debet Quia dic̃ quod p̃d' Edrũs al's ſcil't Termino S̃ce Trinitatis anno regni Domini Regis nunc decimo tertio in Cur̃ ipſius Domini Regis de Banco hic ſcil't apud Weſtm̃ in Com̃ Midd' implacitaſſet eoſdem Samuel' & Thomam Stacy & quoſdam Thomã Spence & Thomã Middleton narrand' v̾ſus eos qd̃ p̃d' Samuel Thomas Spence — Al reſidue auter Action pendent.

Thomas Middleton & Thomas Stacy viceſimo primo die Aprilis anno Domini milleſimo ſeptingenteſimo primo vi & armis videl't &c. Avia videl't novem boves un' taurũ & octo vaccas ipſius Edri p̄cij &c. apud Merbrough tunc invent̃ ceper̃ & abduxer̃ Ac qd' p̄d' Samuel Thomas Spence Thomas Middleton & Thomas Stacy viceſimo quinto die Aprilis p̄d' anno Domini milleſimo ſeptingenteſimo primo ſupradicto vi & armis &c. al' Averia videl't novem boves un' taurũ octo vaccas viginti oves femiñ Anglice Ewes quindecim petrones Anglice Weathers duodecim agnos decem al' oves vocat̃ Hogs duas ſues duos apros & undecim porculos Anglice Pigs ipſius Edri p̄cij &c. apud Merbrough p̄d' ſil'it̃ tunc invent̃ ceper̃ & abduxer̃ & ea (videl't eadem Averia) ſic capt̃ & abduct̃ ſine cauſa rõnabili per magnum tempus videl't per ſpaciũ quinq; dier quouſq; idem Edrus finem octoginta novem librar & decem ſolidor ꝑ deliberacon' Avior illor habend' cum prefat̃ Samuel Thome Middleton Thome Spence Thome Stacy & quibʒdam Thoma Lambert & Will'o Aiſſeby feciſſet detinuer̃ Et alia enormia ei adtunc & ibidem intuler̃ contra pacem Domini Regis nunc &c. unde tunc dixit quod deteriorat̃ fuit & dampnũ habuit ad valent̃ ducentar librar & inde tunc ꝓduxit ſectam &c. Que quidem impl'itac̄o in eadem Cur̃ hic adhuc pendet indiſcuſſ' & mi̇e determinat̃ Et iidem Samuel Thomas Naylor & Thomas Stacy in facto dicunt quod pred' capc̄o & abducc̄o Avior pred' in impl'itacon' ill' mec̄onat̃ ac pred' capc̄o fugac̄o & abducc̄o Avior pred' unde pred' Edrus ſuperius ſe modo querit̃ quoad pred' viginti oves femiñ quindecim petron' duodecim agnos & decem al' oves vocat̃ Hogs duas ſues duos apros & duodecim porculos ſunt un' & eadem cauſa Accon' & non al' neq; div'ſa & hoc parat̃ ſunt v'ificare unde pet̃ Judicm̃ Si pred' Edrus acc̄onem ſuam pred̄ inde v'ſus eos habere debeat &c.

Les trois Defendants quant al part del Treſpaſs plead *Non cul'*, & al' reſidue auter Action pendant envers les Defendants *Savil* & *Stacy*, mes riens eſt diſt quant al Def. *Naylor*, & ſur ceo Judgment fuit done envers eux ſur ceſt Plea quod *Quer' recuperet damna ſua*, & nemy quod Def. reſpondeant ouſter, pur ceo, que le Plea comence & auxi conclude en barre. 1 *Sid.* 189. *Burden* & *Ferrer's Caſe.* 3 *Cro.* 202. *Iſan* & *Paget's Caſe.* 1 *Mod. Rep.* 239. *Juſtice* and *White's Caſe,* que le Judgment poiet eſtre iſſint quant matter en Abatement ſolement (come icy) eſt plead en barre. *Lutwyche* ꝑ Quer'.

Wentworth

Wentworth v. *Squib.*

Winford. Paſch. 13 W. 3. Regis. Hill. 12 Lilo, Rot. 677.
Paſch. 13 Demur' Rot. 495.

Debt ſur Obligation & auxi ſur Judgment.

Alias ꝓut patet Terño Sc̃i Hillar̃ ult̃ p̃terit̃ Rot. 677. continetur ſic Midd̃ ſſ. Arnold Squibb nuper de ꝑoch̄ Sc̃i Andree Holbourne in Com̃ p̃d̃ Gen̄ al' dict̃ Arnoldũ Squibb de ꝑoch̄ Sc̃i Andree Holbourne in Com̃ Midd' Gen̄ ſum̃ fuit ad reſpondend' Hen̄ Wentworth Gen̄ de pl̃ito quod reddat ei ducentas duas libras & decem ſolidos quos ei debet & injuſte detinet &c. Et unde idem Hen̄ ꝑ Will'm Allington Attorñ ſuum queritur qd' pred' Arnold octavo die Julij anno regni Dñi Jacobi ſecundi nuꝑ Regis Angl' &c. tertio apud Weſtm̃ in Com̃ Midd' ꝑ quoddam ſcriptum ſuũ obligatorium conceſſiſſet ſe teneri p̃fat̃ Hen̄ in centum libris (de p̃dcis̃ ducentis & duabus libris & decem ſolid' parcell') ſolvend' eidem Hen̄ cum inde requiſit̃ fuiſſet Acetiam pred' Hen̄ al's ſcil't Terño Paſche anno regni Dñi Regis nunc decimo in Cur̃ dc̃i Dñi Regis nunc de Banco coram Georgio Treby Mil' & Socijs ſuis tunc Juſtic̃ dict̃ Dñi Regis de Banco p̃d' hic ſcil't apud Weſtm̃ in Com̃ Midd' p̃d' ꝑ nõen Hen̄ Wentworth Gen̄ ꝑ conſideracõnem ejuſdem Cur̃ recuꝑaſſet v̄ſus p̃d' Arnold ꝑ nõen Arnold Squibb nuꝑ de London Gen̄ al' dict' Arnoldũ Squibb de ꝑoch̄ Sc̃i Andree Holbourne in Com̃ Midd' Gen' tam quodm̃ debitum centum libraꝝ quam quinquagint̃ ſolid' de predictis ducentis & duabus libris & decem ſolid' reſid' qui eidem Hen̄ in eadem Cur̃ hic ſcil't apud Weſtm̃ predict̃ adjudicat̃ fuer̃ ꝓ dampnis ſuis que habuit occ̃one detenc̃onis debi illius unde convict̃ eſt ꝓut ꝑ Recordum & Proceſſum inde in eadem Cur' hic ſcil't apud Weſtm̃ predict̃ reſiden̄ plenius apparet quod quidem Judicium adhuc in ſuis pleno robore vigore & effectu remanet mie reverſat̃ ſeu adnihillat̃ Idemq; Hen̄ execuc̃onem Judicij illius non eſt aſſecut̃ ꝑ quod actio accrevit eidem Hen̄ ad exigend' & habend' de p̃fat̃ Arnold pred' centum & duas libras & decem ſolid' (de predict̃ ducentis & duab; libris & decem ſolid' reſid') predcus̃ tamen Arnold licet ſepius requiſit̃ pred' ducentas & duas libras

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& decem ſolid' eidem Hent̃ nondum reddidit ſet ill' ei hucuſq; reddere om̄ino contradixit & adhuc contradic̄ unde dic̄ qd' deteriorat̃ eſt & dampnum habet ad valenciam quinquagint̃ librar̃ Et inde produxit ſectam &c. Et ꝓfert hic in Cur̃ ſcriptum p̄d' quod debim̄ p̄dcm̄ in forma p̄dict̃ teſtatur cujus dat̃ eſt die & anno ſupradcis̄ &c.

Plea en Abatement per Privilege de l'Exchequer apres Imparlance.

Et predictus Arnold' in ꝓpria perſona ſua Et ſalvis ſibi omnibus & omnimodis excepcon' & advantag' tam ad Juriſdiction' Cur̃ quam ad Br̃e & Narrationem pred' pet̃ licenciam inde interloquendi hicuſq; a die Paſche in quindecim dies & habet &c. Idem dies dat' eſt prefat' Hent̃ hic &c. ad quem diem hic ven' tam pred' Hent̃ per Attorn' ſuum pred' quam pred' Arnold in ꝓpria perſona ſua Et idem Arnold dic̄ qd' tam ex Regia Dignitate quam ex Conſuetudine antiqua ſecundum eandem a tempore qno non extat memoria homin' uſitat̃ Reſidentes in Scaccario Domini Regis ac compot̃ & negotijs ipſius Domini Regis ibidem jugit̃ intenden' ac eor̃ miniſtri ac ſervien' alibi non traherentur in placitum quam in Scaccario pred' quamdiu idem Scaccar̃ apert̃ foret Et idem Arnold ulterius dic̄ qd' ipſe die impetracon' Brevis pred' pred' Hent̃ Wentworth fuit & ſemper poſtea & adhuc exiſtit Clericus Nichillorum dc̄i Scaccarij dict̃ Domini Regis nunc apud Weſtm̄ in Com̄ Midd' tunc & adhuc apert' exiſten' Idemq; Arnold' ratione Officij ſui ibidem reſiden' tunc fuit & modo exiſtit perſonaliter attenden' Et hoc parat' eſt verificare Et ꝓfert hic in Cur̃ Breve dicti Domini Regis clauſum de Scaccario pred' emanan' in hec verba Gulielmus tertius Dei Gratia Anglie Scotie Francie & Hibernie Rex Fidei Defenſor &c. Omnibus ad quos preſentes Breve noſtrum ꝑveniunt ſal'tm Cum tm̄ ex Dignitat' noſtra Regia quam ex Conſuetudine antiqua ſecundum eandem a tempore quo non extat memoria homin' uſitat' hucuſq; fuerit obtent' qd' Barones Scaccarij noſtri Reſidentes Clerici & oı̄es al' miniſtri ibidem miniſtrantes ſive enim de Clero ſint ſive de Regia Cur̃ qui aſſident ex mandato ad al' quaſlibet cauſas extra Scaccarium pred' ſub quibuſdam Judicibus ſub quibus lis mota fuit ſive eccleſiaſtici ſive ſecular̃ ſint non evocentur Et ei forte vocat̃ fuerint ratione Regis poteſtat' publica authoritate excuſarentur Et qd' ijdem de quibuſdam Communibus Aſſiſis ſect̃ Com̄ Hundred' & Cur̃ quibuſcunq; tam de & pro divers̄ ſuis quam de & ꝓ feod' ſuis acetiam de murdris ſcutagijs vigilijs Danegeld necnon de quibuſcunq; proviſionibus ſeu proviſoribus & al' ſolucon' nomine Conſuetud' pro quibuſcunq; victual' ſue domus in quibuſdam Urbibus Caſtellis & locis maritimis emptis ac de quibuſcunq; Aſſertis Dñoꝛum ſuoꝛum̄ ac de ſolucon' alicujus Theolonie ſive Tolnet' liberi & quiet' eſſe debuit Et qd' non debent impl'itari alibi quam in Scaccario p̄d' quam diu idem Scaccarium fuerit aptũ pꝛout ꝑ inſpec̄con' libꝛi Rubei de Scaccario pꝛed' aſſignavit ſic Henr' pꝛimus ita Bꝛeve ſuum ad Scaccarij aſſidentes illo ab hijs liberi erint jure perpetuo vobis mandamus ſtrictius injungend' qd' Arnold' Squibb Ar' Clericum Nichilloꝛum dicti Scaccarij noſtri cujus continua reſidentia ibidem requiritur contra tenoꝛ̄ libertat' pꝛed' non moleſtareut' ſed firmam pacem inde habere fac' ſub pena & periculo incumben' Et diſtriccon' ſi quam hijs occaſion' ſeu eoꝛum aliqua al' ſecundum Arnold' Squibb arreſtaver' tunc ad largum ire permittat indilate periculo incumben' In cujus rei teſtimonium has Literas noſtras fieri fecim' Patentes Teſte E. Ward Mil' apud Weſtm̄ xxviij die Junij anno regni undecimo ꝑ Rubeũ libꝛ' Et ꝑ Barones quo quidem Bꝛevi lecto & audito idem Arnold' non intendit qd' Cur' hic placitum pꝛed' ulterius ꝟſus eum cognoſcere aut tenere velit &c.

Et pꝛed' Henr' dicit quod pꝛed' placitum pꝛed' Arnoldi modo & foꝛma pꝛed' ſuperius placitat' ac materiam in eodem content' minus ſufficien' in lege exiſtunt ad Cur' hic a cognitione placiti pꝛedicti pꝛecludend' Qdq; ipſe pꝛed' Henr' ad placitum ill' modo & foꝛma pꝛed' placitat' neceſſe non habet nec per legem terre tenetur reſpondere Et hoc parat' eſt verificare undē ꝓ defectu ſufficieñ placiti ꝑ pꝛed' Arnoldum hac parte idem Henr' pet' Judicm' Et qd' Cur' hic placitum ill' ulterius cognoſcere velit Qdq; pꝛed' Arnold ad Bꝛeve & Narrationē pꝛed', ulterius reſpondeat̄ &c.

Et pꝛedcus̄ Arnold ex quo ipſe ſufficien' materiam ad Cur' hic a cognitione placiti pꝛed' pꝛecludend' ſuperius allegavit & materiam ill' ipſe parat' eſt verificare &c. quam quidem materiam idem Henr' non dedicit nec ad illam aliqualit' reſpondet idem Arnoldus pet' Judicm' ſi dict' Cur' hic placitum pꝛed', ulterius cognoſcere velit &c.

LE Except' pris al ceſt Plea per le Councel del Pl. fuit que un Imparlance ove un ſaving *de omnibus exceptionibus* ad Juriſdiction del Court ne fuit unques view, & al pluis ne poiet eſtre forſq; un Imparlance *ſalvis exception' tam ad Breve quam ad Narration'* Et ſur tiel Imparlance ceſt Plea ne poiet eſtre Plea, & ſur ceo *vid.* 22 *H.* 6. 7. & 9 *E.* 4. 57. Mes il agree que ſi Im-

Imparlance ad eſtre *ſalvis omnibus advantagijs quibuſq;*, tiel Plea poiet eſtre plede ſur tiel Imparlance come *Clapham*'s Caſe eſt *Hardres* 365.

Fuit dit per le Court que tiel Imparlance ne devoit eſtre grant per un Prothonotary, come ceſt Imparlance fuit, & ſur ceo ils agard un Reſpond' ouſter, mes ils reſolves que ſi Imparlance ad eſtre come en *Clapham*'s Caſe devant le Plea, ad eſtre bone; & fuit dit per *J. Powell* que ne fuit aſcun beſoigne a pleder le Privilege de le Exchequer; mes que il fuit d'eſtre allow ſur le ꝑducer de *Libro Rubrico* del Exchequer per un Baron del Exchequer. *Goodwin* Accouncel ove le Def. *Lutwyche* ove le Pl.

Account.

Tho. Andrews & *Anne* Ux' & *Arthurus Cocket* v. *Arthurum Robſert.*

Arthurus Robſert ſuũ fuit ad reſpondend' Thome Andrews & Anne Uxori ejus & Arthuro Cocket Gen' de placito qd' reddat eis rõnabilem comput' ſuum de tempore quo fuit receptor denarioꝝ ipſoꝝ Anne & Arthuri &c. Et unde idem Thomas in ꝓpria perſona ſua & p̄dict' Anna & p̄dcus Arthurus C. ꝑ eundem T. Attorn' ſuũ dic̄ qd' cum p̄dcus Arthurus Robſert die &c. anno &c. apud F. in Com̄ p̄dict' recepiſſet de denarijs ipſoꝝ Anne & Arthur̄ Cocket cum eadem Anna ſola fuit videl't ꝑ manus Johis Waſe Gen' 100 l. ad comput' eiſdem Anne & Arthuro Cocket cum inde requiſit' fuiſſet reddend' p̄dict' tamen Arthurus Robſert licet ſepius requiſit' rõnabilem comput' p̄dict' eiſdem Anne & Arthur̄ Cocket dum eadem Anna ſola fuit ſeu eiſdem Thome Anne & Arthur̄ Cocket poſt diſponſalia inter eos celebrata non reddit ſed ill' eis reddere contradixit & adhuc contradic̄ unde &c. Et p̄dcus Arthurus Robſert per W. E. Attorn' ſuũ ven' & defend' vim & injur' quando &c. Et dicit qd' ipſe nunquam fuit receptor de p̄d 100 l. nec de aliquo denario inde per man' p̄dict' Johannis Waſe ad comput' inde predict' Anne & Arthuro Cocket cum inde requiſit' fuiſſet reddend' ꝓut predict' Thomas & Anna & Arthurus Cocket ſuperius Ꝟſus eum narraꝟunt Et de hoc &c. Ad quem diem Jurat' &c. poſtea &c. ven' tam infranõiat' Thomas Andrews & Anna & Arthurus Cocket in ꝓprijs perſonis ſuis quam infraſcript' Arthur' Robſert per H. S. Attorn' ſuum Et Jurat' jurat' unde infra ſit menc̄o exact' ſil't' ven' qui ad Ꝟitatem de infracontent' triand' electi triati & jurati dicunt ſuper ſacramentvm ſuum qd' ante infraſcript' viceſimum diem Auguſti anno decimo infraſcript' ſcil't decimo die Auguſti anno regni dc̄e Domine Regine nunc decimo ſupradc̄o quidam Carolus Williams defunct' in vita ſua dedit

Account per Bar' & Feme & tierce perſon vers Receiver de deniers de Feme & le tierce perſon. Narr. Pur 100 *l.* receive per les mains de *J. Waſe.*

Barre ne unques receiver

Et Iſſue ſur ceo.

100 l.

Spec' Verdit que un Caral Williams ad done 100 *l.* pur le relief de Pl. Anne & le Pl. Cocket queux il deliver al dit Waſe al intent que il deliver eux al Pl. pur le uſe, &c.

Que Waſe eux deliver al Pl. accordant.

Le doubt del Jury.

100 l. legl'is monet̃ Angl' ꝓ relevamine p̄dcoꝝ Anne & Arthuri Cocket Et eaſdem 100 l. eodem decimo die Auguſti deliberavit infranõiat̃ Joħi Waſe ad intenc̃onem qđ idem Joħes Waſe eaſdem 100 l. deliberaret p̄fat̃ Arthuro Robſert ꝓ relevamine eorundem Anne & Arthuri Cocket quodq; p̄dcus̃ Joħes Waſe in complement̃ intenc̃onis p̄d p̄dict̃ viceſimo die Auguſti anno decimo ſupꝛadict̃ deliberavit p̄dcas̃ 100 l. p̄fat̃ Arthuro Robſert ꝓ relavamine p̄dcoꝝ Anne & Arthuri Cocket juxta foꝛmã & effectũ intenc̃onis p̄d ſed utrum ſupꝛa tota materia p̄d p ipſos ſuperius compt̃ p̄d Arthurus Robſert p̄d viceſimo die Auguſti anno decimo ſupꝛadicto recepit de denarijs ipoꝝ Arthuri Cocket & Anne dum ipſa ſola fuit p manus p̄d Joħis Waſe p̄d 100 l. ad comput̃ inde eiſdem Arthuro Cocket & Anne cũ inde requiſit̃ fuiſſet reddend̃ necne Jur̃ p̄d penitus ignoꝛant Et pet̃ inde adviſament̃ Juſtic̃ Et Cur̃ &c. Et ſi Cur̃ dc̃e Dñe Regine videbitur ſup tota materia p̄d p ipſos ſupius compt̃ qđ p̄d Arthurus Robſert p̄d die anno &c. non recepit de denarijs p̄dcoꝝ Anne & Arthuri Cocket p man⁹ p̄d Joħis Waſe p̄d 100 l. ad comput̃ inde eiſdem Anne & Arthuro Cocket cum inde requiſit̃ fuiſſet reddend̃ tunc Jurator̃ p̄d dic̃ ſup ſacram̃ ſuũ p̄d qđ p̄d Arthurus Robſert non fuit receptoꝛ de p̄d 100 l. p man⁹ p̄d Joħis Waſe ad comput̃ inde p̄fat̃ Anne & Arthuro Cocket cũ inde requiſit̃ fuiſſet reddend̃ ꝓut p̄d Thomas & Anna & Arthurus Cocket allegavit Et ſup hoc viſis p̄miſſis & p Juſticiaꝝ hic pleni⁹ intellect̃ videtur eiſdem Juſtic̃ hic qđ materia p̄d p p̄fat̃ Thom̃ Andꝛews & Annã & Arthur̃ Cocket in foꝛma p̄d ſupius in evidencijs oſtens̃ ſufficiens in lege exiſtit ad ipſos Thomã & Annã & Arthurũ Cocket actionẽ ſuã v̄ſus pꝛefat̃ Arthur̃ Robſert ħend̃ & manutenend̃ Ideo conſiderat̃ eſt qđ pꝛed̃ Arthur⁹ Robſert computet cum pꝛefat̃ Thoma & Anna & Arthur̃ Cocket ꝓ p̄d 100 l. p man⁹ pꝛed' Joħis Waſe p pꝛefat̃ Arthur̃ Robſert in foꝛma pꝛed' recept̃ Et ſit in mia quia pꝛius inde non computavit &c. Poſtea ſcil't in Octabis Purific̃ beate Marie tunc ꝓx' ſequen̄ pꝛed̃ Arthur⁹ Robſert pꝛetextu Br̃is Dñe Regine de Capias ad computand̃ Vic̃ London nup direct̃ capt⁹ fuit & hic ad barrã duct⁹ com̄ittitur pꝛiſone Dñe Regine de le Fleete occ̃one pꝛemiſſa ibidem moꝛatur̃ quouſq; &c. Et in pꝛeſentia ipſi⁹ Arthuri Robſert hic in Cur̃ in ꝓpꝛia perſona ſup comparens aſſignant' ei p Cur̃ hic Willielmus Warren & H. B. Clerici hujus Cur̃ ad comp̄m pꝛed̃ audiend̃ qui quidem Auditoꝛes eidem Arthuro Robſert coꝛam eis apud Aulam Interioꝛis Templi London diem Mercurij xx diem A. tunc ꝓx' ſequen̄ ad computand' cum pꝛefat̃ Thoma & Anna & Arthur̃ Cocket aſſignav̄unt & dictũ eſt per Cur̃ hic eiſdem Auditoꝛib; qđ' ħeant comp̄m illum coꝛam Juſtic̃ hic die

Commitment del Def. a le Fleete eſteant pris per Capias.

Auditors aſſigne jour & lieu al Def. a faire ſon Account.

Mercur̄ ꝓx' poſt quinqꝫ ſeptimanas P. ꝓx' futur̄ &c. Et ſuꝑ hoc T. B. & C. C. vener̄ hic in Cur̄ in p̄dict' Craſtino Purif. beate Marie Virginis in ꝓpꝛijs ꝑſonis ſuis Et manuceper̄ ꝓ p̄d̄ Arthuro Robſert ad h̄end̄ coꝛpꝰ p̄d̄ Arthuri coꝛam p̄fat̄ Auditoꝛibꝰ ad p̄d̄ Aulam interioꝛis Templi London ad diem p̄d̄ ei aſſignat̄ & ſic de die in diem ad quemlibet diem & locū ꝑ pꝛed̄ Auditoꝛes aſſignand̄ necnon h̄end̄ coꝛpꝰ ejuſdem Arthuri Robſert ad p̄dict̄ diem Mercurij ꝓx' poſt quinqꝫ ſeptiman̄ Paſche & ſic de die in diem ad quemlibet diem ꝑ Cur̄ hic ſibi p̄figend̄ quouſqꝫ comꝑus pꝛedict̄ terminet̄ & auditū inde redditū fuerit Et ſi contingeret ipm̄ Arthur' Robſert ſuꝑ computo ſuo in arreragijs inveniri ad ſatisfaciend̄ pꝛefat̄ Thome Anne & Arthuro Cocket de arreragijs ſuꝑ ipm̄ Arthur' Robſert invent̄ vel ad reddend' ſe pꝛiſone pꝛedict̄ ibm̄ moꝛaturꝰ quouſqꝫ de hujuſmodi arreragijs ſuꝑ eum invent̄ ſatisfecerit videl't uterqꝫ eoꝝ ſub pena 200l. quā quidm̄ ſum̄am ijdem manucapt' recogn̄ & uterqꝫ eoꝝ ꝓ ſe recogn̄ de terris & catall' ſuis ad opꝰ pꝛedc̄oꝝ Thome Anne & Arthuri Cocket levari ſi contingat ipm̄ Arthur' Robſert ad aliquam diem ſibi pꝛefixam defalt facere vel judm̄ inde ꝟſus eum reddi Et ſi idem Arthurꝰ Robſert ſup̄ eodem judicio non ſatisfecerit pꝛefat̄ Thome Anne & Arthuro Cocket de arreragijs ſuꝑ pꝛedcm̄ Arthur̄ Robſert invent̄ nec ſe pꝛiſone pꝛedict̄ ad moꝛand' in eadem quouſqꝫ de arreragijs ſuꝑ eum invent̄ ſatisfecerit reddat Et idem Arthurꝰ Robſert ex aſſenſu pꝛedc̄oꝝ Thome Anne & Arthuri Cocket dimittitur eis in ballium ſuꝑ recogn̄ pꝛed' &c. ad quem quidem diem Jovis ꝓx' poſt quinqꝫ ſeptiman̄ Paſch̄ vener' hic in Cur' tam pꝛed' Arthurꝰ Robſert in ꝓpꝛia ꝑſona ſua Ac etiam pꝛed' Auditoꝛes in ꝓpꝛijs ꝑſonis ſuis vener' Et ſuꝑ hoc ijdem Auditoꝛes dic̄ quod ꝓpter difficultatem comput̄ pꝛed' Arthuri Robſert comput̄ illum hoc termino determinar' non poſſit Suꝑ quo conceſſum eſt eis ꝑ Cur' hic ex aſſenſu partium pꝛedc̄aꝝ quod dent diem partibꝫ pꝛedict̄ uſqꝫ ꝓx' terminum coꝛam eis apud pꝛedc̄am Aulam interioꝛis Templi London ꝓeodem compl'end' & finiend' ſuꝑ hoc ijdem Auditoꝛes pꝛefixerunt diem eiſdem partibus coꝛam eis die Veneris ꝓx' poſt Craſtinum Sc̄e Trinitat̄ ꝓx' futur' ad ulteriꝰ in computo ſuo ꝓut juſtum fuerit ꝓcendend' Et ſicut pꝛius dcm̄ eſt eiſdem Auditoꝛibꝫ qd' h̄eant comput̄ pꝛedict̄ coꝛam Juſtic̄ hic tali die Ad quam quidem diem Sabbati ven̄ hic in Cur' tam pꝛed' Thomas in ꝓpꝛia ꝑſona ſua ac pꝛedict̄ Anna & Arthur' Cocket ꝑ eundem T. Attoꝛn̄ ſuū quam pꝛedict̄ Arthurꝰ Robſert in ꝓpꝛia ꝑſona ſua Ac etiam p̄dc̄i Auditoꝛes in ꝓpꝛijs ꝑſonis ſuis ſilit̄ ven̄ Et ijdem Auditoꝛes liberaverunt hic in Cur' comput̄ inde coꝛam eis factum qui ſequitur in hec verba

Les Auditors appoint per le Court daver leur Acount en Court tiel jour.

Le Def. eſt baile.

Al jour done le Def. & les Auditors appiert.

Et les Auditors dient que pur le difficulty del Account ils ne point determiner le Account, & ſur ceo le Court per aſſent de parties grant al eux a doner jour al proch' Term, &c.

Jour appoint per les Auditors.

Les parties appear.

Et les Auditors auxi.

Le Account.

Computꝰ Arthuri Robſert factus apud Aulam interioꝛis Templi die anno &c. coꝛam Willielmo Warren & Hugone Bꝛooker Auditoꝛibꝫ ad comput̄ ipſius Arthuri Robſert in Cur' dc̄e Dñe Regine coꝛam Juſticiar' ſuis de Banco apud Weſtm̃ ꝑ eandem Cur' aſſign̄ de tempoꝛe quo idem Arthurus Robſert fuit receptoꝛ denarioꝝ Anne uxoꝛis T. A. Gen̄ unius Attoꝛn̄ Cur' dicte Dñe Regine de Banco pꝛed' dũ eadem Anna ſola fuit & Arthuri Cocket videl't die anno &c. idemqꝫ Arthurꝰ Robſert reddit comput̄ de pꝛedict̄ 100 l. unde in pꝛed' Cur' ad computand' convictus eſt Sed petit inde exonerari ꝓ eo videl't qd' poſt deliberationem pꝛedc̄oꝝ 100 l. ꝑ quendam J. W. eidem Arthuro Robſert ꝓ relevamine pꝛed' Arthuri Cocket & Anne factam idē Arthurꝰ Robſert apud S. in Com̃ Midd' educavit relevavit & nutrivit ipſos Arthur' Cocket & Annã ꝑ ſpaciũ octo annoꝝ ꝓx' ſequen̄ poſt deliberacōnē pꝛedict' ſum̃e 100 l. ut pꝛefertur factũ Et ꝑ idem tempꝰ apud S. pꝛedict' pꝛo eiſdem Arthuro Cocket & Anna inveniebat & ꝓvidebat convenien̄ eſculentũ potulentũ & veſtitutũ & per idem tempꝰ apud S. pꝛed' expendidit pꝛed' 100 l. in relevamine pꝛedc̄oꝝ Arthuri Cocket & Anne Et hoc parat̄ eſt ꝟificare unde petit exonerari &c.

Le Def. en diſcharge de luy dit que il ad expend leſdits 100 l. en maintenance, &c. de le Pl. Ann & le Pl. Cocket pur le ſpace de 8 anns.

Et p̃d Thomas Andꝛews & Anna & Arthurꝰ Cocket dic' qd' p̃d Arthurꝰ Robſert de p̃d 100 l. exonerari non debet quia dic' qd' p̃d Arthur' Robſert non expendidit p̃d 100 l. in relevamine p̃d Arthur' Cocket & Anne per tempꝰ pꝛedict̄ ꝓut idem Arthurꝰ Robſert ſuperius allegavit & hoc petit qd' inquiratur per patriã & pꝛedict̄ Arthurꝰ Robſert ſil'it' Et ſuper hoc tam pꝛedict' Thomas Andꝛews & Anna uxoꝛ & Arthurꝰ Cocket quam pꝛedict' Arthurꝰ Robſert petunt Bꝛeve Dñe Regine Vic̄ pꝛedict' Com̃ Midd' dirigend' de ꝟere fac̄ hic xij &c. de viſn' de S. pꝛedict' ad triand' exit' pꝛedict' ſuperius in exoneracōnem computi pꝛedict' junctum Et eis concedit' &c. Ideo pꝛecept' eſt Vic' Midd' qd' venire hic fac̄ tres Trinitatis xij &c. Et qui nec &c. ad recogn̄ &c. Qui tam &c.

Et Iſſue ſur ceo.

Nota le preciſe temps fuit parcel del Iſſue.

ET ore le primer jour de ceſt Terme de S. Hillarij le Jury apparuſt a le barre, & ſur l'Evidence il appiert que il avoir trove l'un de eux ove maunger & boier, mes pur meinder temps que 8 ans, & pur ceo il ad expend le dit 100 l. & ſur ceo le Court move le Jury de trover un ſpecial Verdict, car ils fueront en averuſt ſil ſeroit trove encounter le Defendant ou nemy per que ils trove tout le matter eſpecialment, & le Jury alont a lour hoſtel & puis reveigne & diſoient preciſement, que le Defendant *non educavit relevavit nec nutrivit ipſos Arthurum*

Cocket

Le 1 jour de proch' Term le Jury appear al barr, & ſur le evidence il appiert que le trove un' de eux ove manger & boire. Le Court doubt del evidence, & pur ceo ils move le Jury a doner ſpec' Verdict.

Cocket & Annam per ſpacium octo annorum, come le Def. avoit alledge, & trove tout encounter le Def. nient obſtant le motion del Court de doner eſpecial Verdict. Et apres le Councel del Def. pria que le Def. puit eſtre com̄it pur diſcharge de les Sureties. Et le Court com̄and Judgment d'eſtre enter, & demand del Pl. ſil voile aver le corps. Et le Pl. prie Elegit, & le Court diſoit que iſſint il puit aver ſil voile refuſer le corps, & done luy temps de adviſer lui meſme, & puis le darrein jour del Term le Pl. fuit content de preinder le corps, & le Court diſoit que il doit prier le corps, & eux fiſt iſſint pur que le Def. fuit com̄it al Fleete en Execution, & puis Error ſur ceo fuit port en Banke le Roy, & le primer Judgment fuit affirme. *Ex MS. Juſticiarij Warburton en mes maines.*

Mes ils done leur Verdict pur le Pl.

Le Counſel de Def. prionr que il ſeroit commit en diſcharge de ſes Sureties, &c.

Le Pl. prie Elegit pur le reſid' & nota.

Dighton & al' v. *Whiting* & al'.

Hill. 6 W. 3. Regis.

Civit' Briſtol ſſ. JOſhua Whiting nuper de Civit' Briſtol Mercator ſum̄ fuit ad reſpondend' Georgio Dighton Johi Jones Roberto Bound Thome Hicks Johi Love Henrico Davis Georgio Maſon Mercatorib; & Marie King vidue Exeutrici Teſtamenti Nathanielis King Mercatoris nuper viri ſui defunct' de placito quod reddat eis rōnabilem computū ſuū de tempore quo fuit ballivus ipſoꝝ Georgij Dighton Johannis Jones Roberti Thome Johis Love Henrici Georgij Maſon & prefat' Nathaniel in Civit' Briſtol in Com̄ ejuſdem Civit' &c. Et unde ijdem Georgius Dighton Johes Jones Robertus Thomas Johes Love Henr' Georgius Maſon & Maria per Franciſcū Oldfield Attorñ ſuū dic̄ quod cum predcūs Joſhua extitiſſet ballivus ipſoꝝ Georgij Dighton Johis Jones Roberti Thome Johis Love Henrici Georgij Maſon & prefat' Nathanielis in vita ſua videl't apud Civit' Briſtol in paroch omniū Sanctoꝝ in Com̄ ejuſdem Civit' a viceſimo tertio die Decembris anno regni Domini Regis nunc & Domine Marie nuper Regine Angl' &c. primo uſq; viceſimum nonū diem Januarij dc̄oꝝ Dn̄i Regis nunc & Domine Marie nuper Regine Angl' &c. ſecundo & ꝑ idem temp⁹ curam h̄ens & adminiſtrac̄onem de div̄ſis bonis & merchandizis ipſoꝝ Georgij Dighton Johis Jones Roberti Thome Johis Love Henr' Georgij Maſon & prefat' Nathanielis

Account per aſcuns de Pls. en lour droit demeſne, & per account de eux come Executr' envers le Def. come Bailiff al City de Briſtol.

Nota, le Teſtator del Pl. Mary King eſt noſme Merchant

Narr'.

Les biens ove queux le Def. eſt charge.

lis modo defunct̃ videl't de quinquaginta & tribꝫ ulnis Anglice Ells panni lintei Anglice Dutch Dowlas (Et iſſint de divers auters particular biens al grand number, queux pur avoidance de ꝑplixity ſont interleſſe.) ad merchandizand' & ꝓficuum eorundem ad ipſos Georgiũ Dighton Joħẽ Jones Robertũ Thome Joħẽ Love Henricũ Georgiũ Maſon & Nathanielẽ inde faciend' & rõnabilẽ comput̃ inde eisdem Georgio Dighton Joħi Jones Roberto Thome Joħi Love Henrico Georgio Maſon & Nathanieli cum inde requiſit' fuiſſet reddend' predc̃us tamen Joſhua licet ſepius requiſit̃ rõnabilem comput̃ pred' eiſdem Georgio Dighton Joħi Jones Roberto Thome Joħi Love Henr' Georgio Maſon & prefat̃ Nathanieli in vita ſua ſeu eisdem Georgio Dighton Joħi Jones Roberto Thome Joħi Love Henr' Georgio Maſon & pred' Marie poſt mortem ipſius Nathanielis non reddidit ſed ill' eis reddere contradixit ac ill' eisdem Georgio Dighton Joħi Jones Roberto Thome Joħi Love Henrico Georgio Maſon & Marie adhuc reddere contradic̃ unde dic̃ qd' deteriorat̃ ſunt & dampnum habent ad valenciam mille libraꝝ Et inde ꝓduc̃ ſectam &c. Et predc̃a Maria profert hic in Cur' lr̃as Teſtamentarias prefat' Nathanielis per quas ſatis liquet Cur' hic predictam Mariam fore Executricem Teſtamenti prefat' Nathanielis Et inde habere adminiſtrac̃onem &c.

Letters Teſtamentery produce per le Pl. Executrix.

Bar per arbitrament.

Et predict̃ Joſhua per Thomam Wood Attorn' ſuum ven' & defend' vim & injur' quando &c. Et dic̃ qd pred' Georgius Dighton Joħes Jones Robertus Bound Thomas Hicks Joħes Love Henr' Davis Georgius Maſon & Maria acc̃onem ſuam pred' inde ꝟſus cum here non debent quia dic̃ qd' poſt tempus pred' in narr' predict̃ ſuperius ſpecificat̃ quo idem Joſhua fuit ballivus predc̃orũ Georgij Dighton Johannis Jones Roberti Thome Johannis Love Henr' Georgij Maſon & Nathaniel' & ante diem impetrac̃onis Brevis Original' predc̃orum Georgij Dighton Joħis Jones Roberti Thome Joħis Love Henc̃ Georgij Maſon & Marie ſcil't ſeptimo die Aprilis anno regni Domini Regis nunc & Domine Marie nuper Regine Angl' &c. tertio apud Civit' Briſtol in parochia omniũ Sanctorũ in Com̃ ejusdem Civit' tam predc̃i Georgius Dighton Johannes Jones Robertus Thomas Johannes Love & Henr' ex parte ipſorũ Georgij Dighton Johannis Jones Roberti Bound Thome Hicks Johannis Love Henr' Davis Georgij Maſon & pred' Nathanielis quam ipſe idem Joſhua ſubmiſer' ſe arbitrio ordinac̃oni & judicio quorundam Will'i Davis & Will'i Andrews de Civit' pred' Mercator' Arbitrator' indifferent' nõiat' & elect' tam pro & ex parte predc̃orũ Georgij Dighton Johannis Jones Roberti Thome Johannis Love Henr' Georgij Maſon & Nathaniel quam ꝓ & ex parte ipſius Joſhue

Submiſſion conditionat al deux Arbitrators.

ad arbitrand̄ oꝛdinand̄ ⁊ adjudicand̄ de ꝓ ⁊ concernen̄ oībꝫ actionibꝫ ſectis querelis arreſtac̄onibꝫ billis obligac̄onibꝫ judicijs executionibꝫ debit⁹ ſum̄a ⁊ ſum̄is monete controverſijs querelis ⁊ demand̄ quibꝫcunqꝫ tunc hīt fact mot excitat vel penden̄ in variancia controꝟſia vel ſecta legis ꝑ vel inter p̄d̄ Geoꝛgiū Dighton Johēm Jones Robertū Bound Thomā Hicks Johēm Love Henr' Davis Geoꝛgiū Maſon ⁊ Mariam ⁊ p̄d̄ Joſhuā ꝓ aliqua materia vel cauſa quacunqꝫ a pꝛincipio mundi uſqꝫ p̄dc̄m ſeptimum diem Apꝛilis anno tertio ſupꝛadicto Ita quod Arbitratoꝛes p̄d̄ concluderent ⁊ facerent arbitrac̄on̄ ⁊ oꝛdinem ſuū de p̄miſſis in ſcript ſub eoꝝ manibꝫ ⁊ ſigillis parat deliberand̄ ſingulis partium p̄d̄ illud requiren̄ ſuꝑ vel ante viceſimū quartū diem tunc inſtant Apꝛilis Et ſi Arbitratoꝛes p̄dc̄i non concluderent ⁊ facerent arbitrac̄onem ⁊ oꝛdinem ſuum ꝑ temp⁹ p̄d̄ tunc tam p̄dc̄i Geoꝛgius Dighton Johēs Jones Robert⁹ Thomas Johēs Love ⁊ Henr' quam ipſe idem Joſhua ſubmiſer' ſe arbitrio oꝛdinac̄oni umpirag' ⁊ final' determinationi Jacobi Harris de eadem Civit mercatoꝛis umpiratoꝛis indifferent elect tam ex parte p̄d̄ Geoꝛgij Dighton Roberti Johīs Jones Thome Johīs Love Henr' Geoꝛgij Maſon ⁊ Nathanielis ex una parte quam ꝓ ⁊ ex parte ipſius Joſhue ex altera parte ad arbitrand oꝛdinand̄ ⁊ finalit determinand̄ de ꝓ ⁊ concernen̄ pꝛemiſſ' Ita qd̄ p̄dict umpirator concluderet ⁊ faceret dict arbitrationem ⁊ umpiragium ſuum in ſcript ſub manu ⁊ ſigill' ſuis parat deliberand̄ ſingulis ꝑtibꝫ p̄dict idem requiren̄ ſuꝑ vel ante quartum diem Maij tunc pꝛox' ſequen̄ Et pꝛedict Joſhua ulterius dic' qd' p̄dicti Willielmus Davis ⁊ Willielmus Andꝛews nullum fecer' arbitrium de pꝛemiſſ' qdq̄ pꝛed' Jacobꝫ Harris poſt pꝛed' viceſimum quartum diem Apꝛilis ⁊ infra temp⁹ ei ut p̄fertur limitat' ſcil't pꝛed' quarto die Maij anno regni Dn̄i Regis nunc ⁊ Dn̄e Marie nuꝑ Regine Angl' ⁊c. tertio ſupꝛadicto apud Civit' Bꝛiſtol pꝛedict' in parochia Omnium Sanctoꝛum in Com̄ p̄dict' ejuſdem Civit allegationibꝫ ⁊ pꝛobationibꝫ ſingularum partium pꝛed' de ⁊ concernen̄ controꝟſijs differentijs materijs vel rebꝫ pꝛed' ꝑ ipſum Jacobum exiſten̄ debit audit ⁊ examinat ꝑ quoddam ſcriptum ipſius Jacobi ſub manū ⁊ ſigill' ſuis adtunc ⁊ ibidem fact ⁊ parat deliberand' ſingulis partiū pꝛed' idem requiren̄ geren̄ dat' eiſdem die ⁊ anno fecit arbitrationem oꝛdinem ⁊ umpiragium ſuum in ſcriptis de p̄miſſ' modo ⁊ foꝛma ſequen̄ videl't pꝛimo pꝛed' Jacobus Harris oꝛdinavit ⁊ arbitrat fuit qd' om̄es controꝟſie ſecte ⁊ differentie oꝛt' vel penden̄ inter partes pꝛed' ad ⁊ ante pꝛed' ſeptimum diem Apꝛilis anno regni Domini Regis nunc ⁊ Domine Marie nuꝑ Regis Anglie ⁊c. tertio ſupꝛadict' ceſſarent ⁊ non foꝛent ulterius pꝛoſecut Item pꝛedict' Jacobus

oꝛdi-

Submiſſion conditional.

Ouſter ſubmiſſion al Umpire ſi, &c.

Ceſt ſubmiſſion conditional.

Nul arbitrament fuit per les Arbitrators.

Le umpire fiſt ſon agard

Les particulars de ſon agard.

1. Que touts differences, &c. ceſſer³ &c.

2. Que aſcuns des Pls. payeront al Def. al jour certain, ou devant ceo, & al lieu certaine, 30 l.

3. Que aſcuns des Pls. receiver lour biens relict per Def. pur lour uſe en les mains d'un Warren.

ordinavit & arbitrat' fuit qd' pred' Georgius Dighton Robert⁹ Bound Johes Jones Thomas Hicks Johes Love Nathaniel King Henr' Davis & Georgius Maſon vel aliqui vel un⁹ eorum Executores Adminiſtratores vel Aſſign' ſui vel aliquorum vel unius eorum ſuꝑ vel ante decimum quartum diem tunc inſtant' Maij bene & vere ſolvent vel ſolvi cauſarent pred' Joſhue Whiting Executoribus Adminiſtratoribus vel Aſſign' ſuis ſum̄am triginta librarum legalis monete Angl' qd̄ꝑ predict' Georgius Dighton Robertus Bound Johes Jones Thomas Hicks Johes Love Nathaniel King Henr' Davis & Georgius Maſon caperent & recipent bona ſua relict' ꝑ ipm̄ Joſhuā Whiting pro eorum uſu in manib; cujusdam Ignatij Warren in Mariland Potomack attingen' ad viginti tres libras & impar' monete Anglice odd Moneys prim̄ cuſtag' Anglice firſt Coſts Cumq; differentia ort' eſt inter partes predict' de Naulo duorum doliorum Angl' Two Tuns freight capt' vel pretens' eſſe capt' per p̄dcm̄ Joſhuam Whiting de pred' Nathaniel' King in Nave Amity de Civit' pred' in ultima ſua navigatione Anglice Voyage ad & ab Virginia & Maryland in qua navigatione idem Joſhua Whiting fuit Magiſter eodem Joſhua Whiting allegan' ipm̄ cepiſſe ill' de p̄fat' Nathaniel King parte proprietarij Anglice Partowner Navis p̄d' ad decem libras ꝑ dolium non obſtante que p̄d' Georgius Dighton Robertus Bound Johes Jones Thomas Hicks Johes Love Nathoniel King Henr' Davis & Georgius Maſon impoſuer' p̄dict' duo dolia eidem Joſhue Whiting ſuꝑ comput' ad ſexdecim libras ꝑ dolium p̄dict' Jacobus Harris ordinavit & arbitrat' fuit qd' ſi p̄dict' Nathaniel King infra quatuor menſes prox' ſequen' dat' ſcripti pred' faceret apparere ꝑ ſacrm̄ ſuū coram Majore pred' Civit' Briſtol vel aliquo al' Juſticiarior̄ Pacis dicte Civit' qd' idem Naulum duorum dolirum Angl' Two Tuns freight dimiſs' fuit ꝑ ipm̄ pred' Nathaniel' King eidem Joſhue Whiting ad ſexdecim libras ꝑ dolium ac qd' idem Joſhua Whiting infra decem dies poſtqm̄ pred' quatuor menſes forent expirat' ꝑ ſacrm̄ ſuū preſtand' ut prefertur apparere qd' ipſe cepit pred' Naulum duorum doliorum de prefat' Nathaniel' King ad decem libras ꝑ dolium & non amplius tunc ipſi pred' Georgius Dighton Robertus Bound Johes Jones Thomas Hicks Johes Love Nathaniel King Henr' Davis & Georgius Maſon vel aliqui vel unus eorum Executores Adminiſtratores vel Aſſign' ſui vel aliquorum vel unius eorum bene & vere ſolvent & ſolve vellent vel ſolvi cauſarent eidem Joſhue Whiting Executorib; Adminiſtratorib; vel Aſſign' ſuis ulteriorem ſummam duodecim librarum conſil'is monete infra tres dies prox' poſt tale ſacrm̄ preſtit' ꝑ ipm̄ Joſhuam Whiting ut

En lieu de Mary King le Pl. Executrix de luy.

prefertur & non aliter ambabꝫ p̄d' ſum̄is monet' exiſten' ſolvend' apud vel in tunc domo mancōnal' Willielmi Cox ſcituat' in Broadſtreet in Civit' pred' inter horas ſecundam & quintam poſt meridiem eorundem dierum Item pred' Jacobꝫ Harris ulterius arbitrat' fuit & ordinavit qd' pred' Georgius Dighton Robertus Bound Johēs Jones Thomas Hicks Johēs Love & Nathaniel King Henr' Davis & Georgius Maſon in vel ante decimum diem Octobris ꝓx' ſequen' dat' ſcripti pred' apud vel in domo mancōnal' pred' ſigillarent & deliberarent ꝓut eorum act' & fact' general' relaxacon' ſufficien' in lege ꝓ relaxacōne ipſius JoſhueWhiting de omnibꝫ actionibꝫ ſectis querelis arreſtacōnibꝫ billis obligacōnibꝫ judicijs execucōnibꝫ extent' debitis debit' ſum̄a & ſum̄is monet' controverſijs querimonijs & demand' quibuſcunq; inter partes pred' ꝓ aliqua materia vel cauſa quacunq; a principio mundi uſq; predcm̄ ſeptimum diem Aprilis anno tertio ſupradicto Item pred' Jacobꝫ Harris poſtremo arbitrat' fuit & ordinavit qd' pred' Joſhua Whiting in vel ante decimum diem Octobr' tunc ꝓx' ſequen' ad locum pred' ſigillaret & deliberaret ꝓut ejus actum & factum pred' Georgio Dighton Roberto Bound Johanni Jones Thome Hicks Johanni Love Nathaniel King Henr' Davis & Georgio Maſon general' relaxacōnem ſufficien' in lege ꝓ relaxacōne pred' Georgij Dighton Roberti Bound Johannis Jones Thome Hicks Johannis Love Nathaniel King Henr' Davis & Georgij Maſon de omnibꝫ accōnibꝫ ſectis querelis arreſtacōnibꝫ billis obligacōnibꝫ judicijs execucōnibus debitis ſum̄a & ſum̄is monet' controꝟſijs querimon' & demand' quibꝫcunq; inter partes pred' ꝓ aliqua materia vel cauſa quacunq; a principio mundi uſq; pred' ſeptimum diem Aprilis anno tertio ſupradicto rōne quorum quidem premiſſorum ꝑ ipm̄ Joſhuam ut prefert' allegat' pred' Georgius Dighton Johonnes Jones Robertꝰ Bound Thomas Hicks Johannes Love Henr' Davis Georgius Maſon & Maria King ipm̄ Joſhuam de & in premiſſ' in narracōne pred' ſupiꝰ ſpecificat' ipm̄ Joſhuam implacitare ſeu ꝓſequi non debent Et hoc parat' eſt ꝟificare unde pet' judicm̄ ſi pred' Georgiꝰ Dighton Johannes Jones Robertꝰ Bound Thomas Hicks Johannes Love Henr' Davis Georgiꝰ Maſon & Maria King accōnem ſuam pred' ꝟſus eum habere debeant &c.

5. Que aſcuns des Pls. fier' un general Relaſe al Def.

En lieu de Mary King le Pl. &c.

6. Que le Def. ferroit un general Releaſe.

En lieu de Mary King le Pl. Executrix de luy.

Et pred Georgiꝰ Dighton Johannes Jones Robertꝰ Thomas Johannes Love Henr' Georgius Maſon & Maria dic' qd' pred' pl'itū pred' Joſhue ſupiꝰ in barram pl'itat' minꝰ ſufficien' in lege exiſtit ad ipos̄ Georgium Dighton Johannem Jones Robertum Thomam Johannem Love Henr' Georgiꝰ Maſon & Mariam ab accōne ſua predc̄a ꝟſus prefat' Joſhuam habend' precludend'

Le Pl. demurs.

qdq;

qdp; ipſi ad pl'itum illud modo & forma pred' pl'itat' neceſſe non habent nec ꝑ legem terre tenētur reſpondere Et hoc parat' ſunt ꝟificare unde ꝓ defectu ſufficien' reſpons̄ pred' Joſhue in hac parte iidem Georgiꝰ Dighton Johannes Jones Robertꝰ Thomas Johannes Love Henr' Georgius Maſon & Maria pet' judicm̄ Et qd' pred' Joſhua ad comput' inde eiſdem Georgio Dighton Johanni Jones Roberto Thome Johanni Love Henr' Georgio Maſon & Marie reddend' convincatur &c. Common Joinder en Demurrer al ceo.

EN ceſty Caſe le Ch. Juſtice *Treby* ꝓnounce Judgment pur le Pl. ſſ. donant ceſt reaſon de ceo, & pur ceo voile eſtre pluis neceſſary a reporter que fuit dit en le argument del Caſe pur le Pl. en auter Caſes en queux ſont particular Reſolutions. Fuit dit per le Councel del Pl. que un agard ne poit eſtre plede en barre d'un Action ſi ne appiert que preſent ſatisfaction del demand del Pl. fuit done per le agard meſme ou un que eſt execute apres & devant Action port, ou pur que le Pl. poit aver Action. Les livers vaont ſur ceux differences, ſi le agard ſoit pur payment d'Argent, & le jour de payment eſt paſſe, le actual payment doit eſtre plede, ou un tender & refuſal, que eſt payment en Ley. Si le jour de payment n'eſt paſſe, la ſuffiſt a pleder le Arbitrament meſme, quia le Pl. ad remedy pur le Argent per Action de Debt ſur le agard. Mes ſi le agard ſoit a faire un collateral act, come a ſealer un obl' al Pl' ou aſc' tiel choſe, la coment le jour ſoit paſſe uncore le pleder de le agard ne barrera le Pl. ſi le Def. ne plede, auxi que il ad performe le choſe agard ſil ne aſſigna un fault en le Pl. come un reaſon que ne fuit fait. Et a ꝓver ceux differences les Caſes en *Rolls* 1 *Abr.* tit. *Arbitrament* 266, 277. fueront cite. Sont aſcuns livers, que ſi le Def. plede que il fuit touts temps priſt, *&c.* & tender le choſe en Court ceo eſt ſufficient, mes ſont pluſors al le contrary, come appiert en *Rolls Abr.* 266, & 267. 7 *H.* 4. 30. *b.* 19 *H.* 6. 6, & 38. 22 *H.* 6. 52. 45 *E.* 3. 16. *a.* 3 *Cro.* 66. *Hare* & *George*'s Caſe. 1 *Keb.* 848. *Linch* & *Dacy*'s Caſe.

Ad eſtre object, Que per le agard touts ſuits, *&c.* ſont a ceſſer, *&c.* Et que ceo eſt bone agard en luy meſme; Mes al ceo fuit reſpond per le Councel del Pl. que voire eſt que tiel arbitrament eſt bone a ceſt purpoſe, *viz.* ſi aſc' del parties fait al contrary de tiel agard, le party iſſint feſant forfeiter ſon obligation per le perform' agard ſi ſoit aſc'; mes ſi ne ſoit aſc' n'eſt aſc' remedy per le ley pur l'auter party; mes tiel choſe n'eſt pleadable en barre d'un Action, quia eſt choſe touts foits Executory, & *ad libitum* de les parties, & nul means per le tryal a enforcer le perform̃ de ceo, ou a recover aſcun ſatisfaction pur le non-obſervance de ceo, & pur ceo ſi agard ſoit fait que home ſera quit d'un Treſpaſs, ſ'il voile jurer que il ne fuit culpable de le Treſpaſs, & il fait accordant uncore ceo n'eſt pledable en barre d'Action pur le Treſpaſs, 46 *E.* 3. 17. *b.* eſt nul difference entre un Accord & un Agard, lou eſt nul means a compeller le execution del agard, mes un accord que les parties ſeront quit l'un envers l'auter, ne poiet eſtre plede en barre d'un Action. *Rolls* tit. *Accord.* Quia eſt nul ſatisfaction, & come eſt adjudge en *Davis* & *Okeham*'s Caſe, *Rolls* tit. *Accord nu.* 8. Et ceo eſt cy fort come agard que touts Suits & Controverſies, &c. ceſſeur, ou come un agard que les parties fairont mutual general Releaſes l'un al auter.

Ad eſtre object que le agard eſt que les Pls. prendroient leur biens queux fueront deliver al maines d'un *Warren* en *Maryland* al uſe del Pls. & que ceo eſt un ſufficient agard de ſoy meſme; mes al ceo fuit reſpond per le Councel del Pls. que le agard ne fuit bone en ceſt point, quia ne poit eſtre preſume que *Warren* vodroit deliver eux, ſans le Order del Def. iſſint que l'execut' de ceo depend ſur mere bone volunt del Def. & auxi les Pls. n'ount aſcun remedy per le Ley al enforcer le delivery de eux, ou a gainer ſatisfaction pur le non delivery de eux. Et auxi eſt abſurd & unreaſonable de agarder les Pls. a reprender leur biens in ſpecie queux fueront deliver al Def. al Merchandizer & a faire ꝑfit. Et pur ceo *vide* 9 *E.* 4. 19. *a.* quant al accord, & que le Ley eſt iſſint en le Caſe d'un agard, *vid.* 12 *H.* 7. 14, & 15.

Le agard touchant le payment per aſcuns del Pls. al Def. pur les 2 Tuns freight eſt apparentment abſurd & unreaſonable, & iſſint en ceſt particular void. *Stiles* 365. Mes ceo, que eſt un pleine reſpons al ceſt Plea, admittant que aſcun part del agard fuit bone eſt que per le intent del Umpire, & en Judgment de Ley, touts choſes agard d'eſtre fait al Pls. ſont forſq; un entire & compleat ſatisfaction del demand del Pls. per ceſt ſuit & pur ceo tout doit eſtre bone, & performe. Et iſſint eſt *Rolls* tit. *Accord* 129. *nu.* 13. quant al Actions, & 22 *H.* 6. 52. quant al Arbitrement; Et le pluſtoſt en ceo Caſe quia le ſubmiſſion eſt conditional. Ove un *Ita quod, &c.* & pur ceo ſi ſoit void en part eſt void en tout. Et pur ceo *vid.* 3 *Cro.* 838. *Riſden* & *Inglet*'s Caſe. 2 *Cro.* 200. *Middleton* & *Week*'s Caſe. 354. *Ormeſdale* & *Cook*'s Caſe. 584. *Winch* & *Crane*'s Caſe. *Dyer* 216. *b.* 240. *a.* & *b.* *Brownl.* 310. 1 *Keb.* 754. *Dudley* & *Coleſton.* Et *vid.* pur ceo bon Caſe darreinment adjudge *inter Cockſon* & *Ogle* apres en ceſt liver. *Lutwyche* ꝑ Quer'. *Vide* auxi pur ceſt Caſe le Caſe de *Bighton* & *al'* v. *Whiting.*

Pierce v. *Clark.*

Cooke. Mch. 11 Gul. 3. Regis. Rot. 787. C. B.

Account v. Bailiff.

ALias ꝓut patet Termino Sc̄i Hillarij anno regni Dñi Regis nunc nono rot'lo 1659. continetur ſic: Suſſex ſſ. Johes Clarke nuꝑ de Civit' Ciceſtr' in Com̄ p̄d Gen ſum̄ fuit ad reſpondend̄ Ric̄o Pierce Gen̄ de pl'ito qd̄ reddat ei rac̄onabilem comput̄ ſuū de tempoꝛe quo fuit ball'ius ipſius Ric̄i in parochia de Boſham &c. Et unde idem Ric̄us ꝑ Johem Wakefoꝛd Attoꝛn̄ ſuū dic̄ qd̄ cum p̄dcus̄ Johes Clark extitiſſet ball'ius ipſius Ric̄i apud parochiam de Boſham p̄d a pꝛimo die Maij anno regni Dñi Willielmi tertij nunc Regis Anglie &c. ſeptimo &c. uſq; decimū die Octobꝛ' tunc ꝓx' ſequen̄ & ꝑ idem tempus curam h̄ens & adminiſtrac̄onem de centū triginta & duobꝫ modijs Tritici ad valenciā viginti & quinq; libꝛaꝝ ipſius Ric̄i ad merchandizand̄ & ꝓficm̄ ipſius Ric̄i inde faciend̄ & ad rac̄onabilem computū inde eidem Ric̄o cum inde requiſit̄ fuiſſet reddend̄ p̄dcus̄ tamen Johes Clarke licet ſepiꝰ requiſit̄ computū p̄dcm̄ eidem Ric̄o nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradicit unde dic̄ qd' deterioꝛat̄ eſt Et dampnum habet ad valenciam triginta libꝛaꝝ Et inde ꝓduc' ſectam &c.

Barr per plene computavit.

Et p̄d Johes Clarke ꝑ Jacobum Vavaſſoꝛ Attoꝛn̄ ſuū ven̄ & defend vim & injur̄ quando &c. Et dic̄ qd̄ p̄dcus̄ Ric̄us acc̄onem ſuam p̄dcam̄ inde v̄ſus eum h̄ere non debet quia dic' qd̄ ipſe poſt p̄o tempꝰ quo ſupponit̄ ip̄m̄ Johem fuiſſe ball'iū ipſius Ric̄i ac curam & adminiſtrac̄onem h̄ere de p̄d centum triginta & duobus modijs Tritici ſcil't undecimo die Octobꝛis anno regni dc̄i Dñi Regis nunc ſeptimo ſupꝛadicto apud paroch' de Boſham p̄d plene computavit cum p̄fat̄ Ric̄o de tempoꝛe & modijs Tritici p̄d Et hoc parat̄ eſt v̄ificare unde pet̄ judicm' ſi p̄dcus̄ Ricus̄ acc̄onem ſuam p̄dcam inde v̄ſus eum habere debeat &c.

Replic' qd' non computavit, &c. Et Iſſue ſur ceo.

Et p̄d Ric̄us dic' qd' ipſe ꝑ aliqua ꝑ p̄dcm' Johannem Clarke ſuꝑius pl'itando allegat̄ ab acc̄one ſua p̄dicta v̄ſus eundem Johannem habend̄ p̄cludi non debet quia dic' qd' p̄dcus̄ Johannes non computavit cum p̄fat̄ Ricardo de p̄dcis̄ centum triginta & duobꝫ modijs Tritici ꝓut idem Johannes ſuꝑius pl'itand̄ allegavit Et hoc pet̄ quod inquiratur ꝑ pꝛiam' Et p̄d' Johannes ſil'it' Jō p̄cept̄ eſt Vic̄ qd̄ venire faciat hic in Octabis Purificationis beate Marie xij &c. ꝑ quos &c. Et qui nec &c. Ad recogn'

cogn' &c. Quia tam &c. Ad quem diem hic ven' partes &c. Et Vic̃ non miſ̃ b̃re Jō ſicut prius p̃cept̃ eſt Vic̃ qd̃ venire faciat hic in Craſtino Aſcencõnis Dñi xij. &c. ad recogn' in forma p̃d &c. Ad quem diem hic ven' partes &c. Et Vic̃ non miſ̃ b̃re Jō ſicut prius p̃cept' eſt Vic̃ qd̃ venire faciat hic a die Sc̃e Trinitatis in tres ſeptimanas duodecim &c. Ad recogn' in forma p̃d &c. Ad quem diem Jurã inter partes p̃d de p̃dco pl'ito poſit̃ fuit inde inter eas in reſpct' hic uſqz ad hunc diem ſcil't a die Sc̃i Michaelis in tres ſeptimanas tunc ꝓx' ſequen' Niſi Juſtic̃ Dñi Regis ad aſſizas in Com̃ p̃d capiend̃ aſſign' ꝑ formã Statuti &c. die Lune decimo quinto die Auguſti ꝓx' p̃terit̃ apud Horſham in Com̃ p̃d prius veniſſent Et modo hic ad hunc diem ven' p̃d Ric̃us ꝑ Attorn' ſuum p̃d Et p̃fat̃ Juſtic̃ ad aſſizas coram &c. miſ̃ hic recordũ ſuum in hec ṽba Poſtea die & loco infracontent̃ coram Johanne Holt Milit̃ Capital' Juſtic̃ Dñi Regis ad pl'ita coram ipſo Rege tenend̃ aſſign' & Henr̃ Hatſell Mil' un' Baron' Scaccarij dc̃i Dñi Regis Juſtic̃ ipſius Dñi Regis ad aſſiaſ̃ in Com̃ Suſſex capiend̃ aſſign' ꝑ formam Statuti &c. ven' tam infranõiat̃ Ric̃us Pierce quam infraſcript̃ Johannes Clarke ꝑ Attorn' ſuos infracontent̃ Et Jur' jurat̃ unde infra fit mencõ exact̃ ſil'it̃ ven' qui ad veritatem de infracontent̃ dicend̃ elect̃ triat̃ & jurat̃ dicunt ſuꝑ ſacrm' ſuum qd̃ p̃dcus̃ Johannes Clarke non computavit cum p̃d Ric̃o de infraſcript̃ centum triginta & duobȝ modijs Tritici ꝓut idem Ricus̃ interiꝰ replicando allegavit Jō conſ̃ eſt qd̃ p̃d Johannes Clarke computet cum p̃fat̃ Ric̃o de tempore & Tritico p̃d Et idem Johannes in miã quia priꝰ inde non computavit &c. Et p̃cept̃ eſt Vic̃ Suſſex qd̃ capiat p̃d Johannem Clarke ſi &c. Et eum ſalvo &c. Ita qd̃ habeat corpꝰ ejus coram Juſtic̃ hic a die Sc̃i Martini in quindecim dies ad computand̃ cum p̃fat̃ Ric̃o de p̃d centum triginta & duobȝ modijs Tritici unde in forma p̃d convict̃ eſt Ad quem diem hic ven' p̃d Ricus̃ ꝑ Attorn' ſuum p̃d Et p̃d Johannes Clarke non ven' Et Vic̃ modo mand̃ qd̃ non eſt invent̃ &c. Jō ſicut priꝰ p̃cept̃ eſt Vic̃ quod capiat p̃d Johannem Clarke ſi &c. Et eum ſalvo &c. Ita qd̃ habeat corpꝰ ejus coram Juſtic̃ hic in Oc̃tabis Sc̃i Hillarij ad computand' cum p̃fat̃ Ric̃o ut p̃fert̃ Ad quem diem hic ven' p̃d Ricus̃ ꝑ Attorn' ſuum p̃d Et Vic' nichil inde fecit nec b̃re miſit Jō ſicut prius fiat ei aliud b̃re inde in forma p̃d retornabile hic a die Paſche in quindecim dies &c. Ad quem diem hic ven' p̃d Ricus̃ ꝑ Attorn' ſuum p̃d Et Vic̃ nichil inde fecit nec b̃re miſ̃ Jō ſicut priꝰ fiat ei aliud b̃re inde in forma p̃d retornabile hic In Craſtino Sc̃e Trinitatis &c. Ad quem diem hic ven' p̃d Ricus̃ ꝑ Attorn' ſuum p̃d Et Vic̃ nichil inde fecit nec b̃re miſ̃ Jō ſicut priꝰ fiat ei aliud b̃re inde in for-

Alias Venire.

Alias Venire.

Jurat' poſit' in reſpect, &c.

Parties appear al Aſſizes, &c.

Verdict pur Pl.

Judgment quod computet.

Capias agard vers le Def.

Auditors aſſign'.

Bail pur Def. pur ſon appearance de jour en jour.

ma p̃d retoꝛnabile hic a die Sc̃i Michaelis in tres ſeptimanas &c. Et modo ad hunc diem ſcil't p̃d tres ſeptimanas Sc̃i Michaelis hic ven' tam p̃d Ricus̃ Pierce ꝑ Attoꝛn' ſuum p̃d quam p̃d Johannes Clarke in ꝓpꝛia ꝑſona ſua Et ſuꝑ hoc idem Johannes gratis hic in Cur̃ obtulit ad computand' cum p̃fat̃ Ric̃o de tempoꝛe p̃d & de p̃d centum triginta & duobꝫ modijs Tritici unde ipſe in Cur̃ Dñi Regis hic ad computand cum p̃fat̃ Ric̃o convict̃ eſt &c. Et pet̃ q̃d Auditoꝛes ꝑ Cur' hic aſſignentur ad comput̃ ipſi⁹ Johannis inde audiend Et ſuꝑ hoc aſſignantur ꝑ Cur̃ hic Ricus̃ Cooke Gen' & Robert' Wareing Gen' Auditoꝛes ad computum p̃d audiend qui quidem Auditoꝛes diem ſcil't viceſimum diem Novembꝛis hoc inſtan' Termino apud Officium Johannis Cooke Armigeri Capital' Pꝛothonotar̃ Cur̃ dc̃i Dñi Regis de Banco in interioꝛi Templo London ad computand cum p̃fato Ric̃o Pierce eidem Johanni Clarke aſſignaver' Et ſuꝑ hoc quidam Nich' Donying de interioꝛi Templo London Gen' & Johañ Harris de Clements Inn in Com' Midd Gen' ven hic in Cur̃ in ꝓpr̃ ꝑſoñ ſuis & manucepet̃ & uterqꝫ eoꝛum ꝑ ſe manucepit ꝓ p̃d Johanne Clarke in ſumma triginta libr̃ Et p̃d Johannes Clarke aſſumpſit ſuꝑ ſe in ſumma ſexaginta libr̃ q̃d idem Johannes Clarke comparebit coꝛam Auditoꝛibꝫ p̃d apud Officium Capital' Pꝛothonotar̃ p̃d ad p̃d viceſimum diem Decembr̃ ſuꝑius aſſigñ & ſic de die in diem quouſqꝫ comput̃ p̃d finiatur necnon q̃d' p̃d' Johannes Clarke comparebit coꝛam Juſtic' hic ad diem quando Auditor̃ pꝛed' comput̃ in Cur' liberabunt Et ſic de die in diem ad quemlibet diem pl'iti quouſqꝫ idem comput̃ terminetur & judicm' inde reddit̃ fuerit & reddet ſe Pꝛiſone de le Fleet ibidem moꝛatur̃ quouſqꝫ p̃fat̃ Ric̃o de arrerag' ſuꝑ eum invent' ſatisfecerit ſi contingat judicm' v̄ſus eum reddi quam quidem ſummam triginta libꝛar̃ ijdem Nich' Donying & Johañ Harris recognover̃ & uterqꝫ eoꝝ ꝑ ſe recognovit de terris & catallis ſuis fieri ac quam quidem ſummam ſexaginta libꝛaꝝ p̃d' Johannes Clarke recognovit de terris & catallis ſuis fieri & ad opus p̃d' Ric' Pierce reddi ſi contingat p̃d' Johannem Clarke ad aliquem diem defalt̃ facere vel judicm' inde v̄ſus eum reddi & eundem Johannem Clarke ſuꝑ eodem judicio ſe pꝛiſone p̃d' non reddere ad moꝛand' in eadem quouſq; de arreragijs ſuꝑ eum invent̃ ſatisfecerit Et dict' eſt eiſdem Auditor̃ q̃d' comput̃ pꝛed' Johañ Clarke coꝛam eiſdem Auditor̃ de pꝛemiſſis fact̃ habeant coꝛam Juſtic' Dñi Regis hic a die Sc̃i Martini in quindecim dies Ad quem diem hic veñ tam pꝛed' Ricus̃ Pierce ꝑ Attoꝛn' ſuum pꝛed' quam pꝛed Johannes Clarke in ꝓpꝛia perſona ſua Et pꝛed' Auditor̃ in ꝓpr̃ perſonis ſuis ſil't ven' Et liberaver̃ hic in Cur̃ comput̃ pꝛed' Johannis Clarke de pꝛemiſſis fact̃ coꝛam eis habit' cujus tenoꝛ ſequitur in hec V̄ba Comput̃ Johañ Clarke fact̃ apud Officium Johañ Cooke At̃ Capital' Pꝛothonotat̃ Cur̃ de Banco apud Inter̃ Templum London viceſimo die Novembr̃ anno regni dc̃i Dñi Regis nunc undecimo coꝛam Ric̃o Cooke Gen' & Roberto Wareing Gen' Auditoꝛib; ad comput̃ ipſius Johannis Clarke in pꝛed' Cur̃ Dñi Regis de Banco per eandem Cur̃ aſſignat̃ de tempoꝛe quo fuit ball'ius pꝛefat̃ Ricardi Pierce de diverſis modijs Tritici ad merchandizand & ꝓficuum inde faciend' ꝓ eodem Ric̃o (dicto Ricardo ad eundem comput̃ pꝛeſent̃ exiſtente.)

Imprimis, Idem Johannes Clarke fatetur & dic' qd' ipſe apud parochiam de Boſham in Com̃ Suſſex & ad ſeperalia tempoꝛa recepit de eodem Ricardo centum & viginti modios Tritici vilioꝛis ac carent̃ pondere Anglice light bad Wheat (& non amplius) ad mercandizand' ac ꝓficuum inde faciend' ꝓ eodem Ricardo Quodq; poſt recepcon' pꝛed' ipſe idem Johannes ꝓ melioꝛatione Tritici pꝛed' & eundem Triticum juſti ponderis & vendibilem reddere decem modios optimi Tritici ipſius Johannis ad ſpecial' inſtanc' requiſicon' pꝛefat̃ Ricardi ad pꝛed' centum & viginti modios Tritici ipſius Ricardi addidit & cum eiſdem com̃iſcuit poſtea inſimul moluit Ac totam farinam abinde ꝓvenien poſtea a pꝛedict' parochia de Boſham ad villam de Poꝛtſmouth in Com Southton poꝛtari & tranſvehi cauſavit ac adtunc & ibm ꝓ ſum̃a decem & octo libꝛaꝝ legƚis monet' Anglie vendidit quas quidem decem & octo libꝛas idem Johes ibm recepit & habuit Ac vendic̃o illa facta & tranſacta fuit modo ſequen videlt quadꝛaginta modios parcell' dicte farine idem Johes decimo die Junij anno regni dc̃i Dñi Regis nunc ſeptimo a paroch de Boſham pꝛed uſq; ad p̃dcam villam de Poꝛtſmouth ꝓ neceſſar' vendic̃one inde in quadam Nave ꝑ mare poꝛtari & transfretari cauſavit & apud Poꝛtſmouth p̃d ꝑ ſex libꝛis de p̃d decem & octo libꝛis parcell' vendidit ac poſtea ſcilt decimo die Julij anno ſeptimo ſup̃dicto idem Johes alios quadꝛaginta modios farine de p̃d farina al' parcell' a parochia de Boſham p̃d uſq; p̃d villam de Poꝛtſmouth ꝓ neceſſar' vendic̃one inde in quadam al' Nave ꝑ mare poꝛtari & transfretari cauſavit & apud Poꝛtſmouth p̃d ꝓ al' ſex libꝛis de p̃dcis octodecim libꝛis al' parcell' vendidit Ac poſtea ſcilt decimo die Auguſti anno ſeptimo ſupꝛadicto Ipe idem Johes al' quadꝛaginta modios ejuſdem farine exiſten reſid totius farine de p̃dcis centum & viginti modijs Tritici ipſius Ric̃i ac de p̃d decem modijs Tritici ipſius Johis inſimul ut p̃fert' com̃iſc' & molit' ꝓvenien a paroch de Boſham p̃d uſq; Poꝛtſmouth p̃d ꝓ neceſſar' vendicon inde ꝑ Navem poꝛtari cauſavit & transfretavit & apud Poꝛtſmouth p̃d ꝓ al' ſex libꝛis de p̃fat' decem & octo libꝛis

Account comment il ad diſpoſe de ceo en Latin.

libꝛis reſid̄ vendidit ⁊ inde ſe on̄at. Item, p̄dcus̄ Johes allegat ⁊ dic̄ qđ poſt ſepal̄ vendicon̄ p̄d per ipm̄ ſic ut p̄fertur fact̄ ſcilt decimo die Septembꝛis anno ſeptimo ſupꝛadicto apud Boſham p̄d Ipe idem Johes ſolvit p̄fat̄ Ric̄o decem libꝛas leglis monet̄ Anglie ſuper computo p̄dcoꝝ centum ⁊ viginti modioꝝ Tritici ſic ut p̄fertur recept̄ Et pet̄ allocacon̄ inde ſibi fiend̄ Ac idem Johes ult̄ius petit ſibi allocari de div̄ſis materijs ⁊ denar̄ ſum̄is ſubſequen̄ Et de ſurpluſagio ꝑut ſequitur ſcilt: *Imprimis*, For new winnowing, ſifting and cleanſing of the firſt two Load, Two ſhillings and ſix pence. *Item*, for grinding the ſame, the Toll came to Seven ſhillings and ſix pence. *Item*, For Carriage from the Mill to the Key, One ſhilling and ſix pence. *Item*, for Sea-carriage to *Portſmouth*, and Tonnage, Eight ſhillings. *Item*, For Landing at *Portſmouth*, and Carriage to the Baker's Houſe there, Three ſhillings. *Item*, For a Certificate from the Cuſtom-Houſe at *Chicheſter*, Three ſhillings. *Item*, For Allowance of that Certificate at *Portſmouth*, One ſhilling and four pence; for uſe of the Sacks and bringing them back, Two ſhillings and ſix pence. *Item*, To the Baker's Man for ſhooting the Meal, Six pence. *Item*, for the Defendant's Journey to *Portſmouth* to ſell that Load of Meal, Ten ſhillings. *Item*, For the Defendant's Charges at another day going to *Portſmouth* for the Money for the Meal, Five ſhillings. *Item*, The like Charges for the ſecond Load, Two pounds four ſhillings and ten pence. *Item*, The like Charges for the third Load, Two pounds four ſhillings and ten pence. *Item*, For the Defendant's Sallary upon the whole, One pound. *Item*, For ten Buſhels of the Defendant's beſt Wheat put to the Plaintiff's bad light Wheat to make Weight and Meaſure, Two pounds. *Item*, Paid to the Plaintiff by the Defendant in Money, Ten pounds. *Total.* Nineteen pounds fourteen ſhillings and ſix pence. Remains due to the Defendant in ſurplus of the ſaid Account, One pound fourteen ſhillings and ſix pence.

Allowance demand en Anglois.

N. Bond.

Et p̄dcus̄ Ric̄us Pierce dic̄ qđ p̄d plitm̄ p̄dc̄ Johis Clarke in ejus exoneracōne ſuperius plitat̄ minus ſufficien̄ in lege exiſtit ad ipm̄ Johem Clarke de p̄miſſis exon̄and̄ Quodq; ipe ad plitm̄ p̄d modo ⁊ foꝛma p̄d fact̄ neceſſe non h̄et nec per legem terre tenetur reſpondere Et hoc parat̄ eſt v̄ificare unde ꝑ defcu̅ ſufficien̄ pliti in hac parte idem Ric̄us Pierce petit judicm̄ Et qđ p̄dcus̄ Johes Clarke de pꝛedict̄ valoꝛe pꝛedict̄ centum triginta ⁊ duoꝝ modioꝝ Tritici in Narracōne pꝛedict̄ mencōnat̄ on̄etur ⁊c.

Ed. Lutwyche.

Et pd̄ Johes Clarke ex quo ip̄e ſufficien̄ mat̄iam in lege ad ipm̄ Johem de premiſſis pred̄ exonand̄ ſuperius allegavit quam quidem mat̄iam pred̄ Ricus̄ non dedit nec eadem aliqualit̄ reſpondit ſed v̄ificacon̄ ill' admittere om̄io recuſat ut prius pet̄ judicm̄ et qd̄ ipe idem Johes Clarke de pred̄ centum triginta et duob3 modijs Tritici in narracōne pred̄ mencōnat̄ et de valore inde exoneretur etc. Et quia Juſtic̄ hic ſe adviſare volunt de et ſuper premiſſis priuſquam judicm̄ inde reddant dies dat̄ eſt partib3 predict̄ hic uſq3 in Octab̄ Scī Hillarij de audiend̄ inde judicio ſuo eo qd̄ ijdem Juſtic̄ hic inde nondum etc.

N. Bond.

JUdgment per le Opinion del tout le Court fuit done, que le Pl. recoveroit ſelonq; ceo que le Pl. ad count. 1. Pur ceo que le Def. ad done eins ſon Account en Anglois. Et pur ceo *vid. Cok. Entr.* 47. *a. Winch* 2 & 3. *Brownl.* Part 1. 124. *Brownlow Latine Redivivus* 124. *Raſt.* Account 5, 6, 2. trois Preſidents. Queux touts ſont en Latine, & iſſint doient eſtre come ceſt adjudge en *Blackborne* & *Sayle*'s Caſe, *Mich.* 11 *Jac. Rot.*709. C. B.

2 Reaſon del Judgment en ceſt Caſe fuit pur ceo que le Def. per plea *de plene computavit* ad confeſſe le receipt de touts les 132 Buſhels de Wheat, & en ſon Account devant les Auditors il fiſt mention forſq; de 120 Buſhels: Et que le Judgment doiet eſtre iſſint come eſt devant mention ceux Caſes fueront cite, *viz.* 3 *Cro.* 806. *VVilliams* & *VVhite*'s Caſe. *Fitzh.* Account 109. Reſponder 29. Mes nota, que en touts ceux Caſes le Def. refuſe de Account. *Quære*, ſi ceo fiſt aſcun difference del Caſe icy en le quel il done un imperfect Account? *Quære*, ſi le Def. ad pris le value del biens per ꝓteſtat' ſi Brief de Enquiry del value doit aver Iſſue? Et pur ceo *vid. Bowles* & *Broadhead*'s Caſe. *Alleyn* 88.

Nota, Que le Judgment en ceſt Caſe doiet eſtre que le Pl. recoveroit accordant al ceo que le Pl. ad Count, & nemy *quod recuperet valor'*, *viz.* 25 l. que eſt le value mention en le Count icy, car pur ceſt fault le Judgment en *VVilliams* & *VVhite*'s Caſe devant cite fuit revers. *Lutwyche* ꝓ Quer'.

Action ſur le Caſe.

Holt v. Bruche.

Action ſur le Caſe per Viſc' envers Priſonar' que ad eſcape hors de Execut' de Ca. ſa. vers le Def. & un Colſton ſur recogn' de baile pur un Langtree Def. al ſuit de Blomer.

Edwardꝰ Holt Ar' nuper Vic' Com Warwic' quer' de Jacobo Bruche in cuſtod Marr' &c. ꝓ eo videlt qd cum quidm Johes Blomer decimo nono die Junij anno regni Dne Eliz. nunc Regine Angl' xxv. ꝓſecut' fuiſſet extra Cur' dce Dne Regine coram ipſa Regina adtunc apud Weſtm in Com Midd exiſt' quoddam bre dce Dne Regine de capias ſatiſfaciend tunc Vic' Warwic' pred direct' per qd quidm bre eadm Dna Regina tunc Vic' Warwic' precepit qd caperet pred' Jacobum Bruche per nomen Jacobi Bruche de Ratcliff in Com Warwic' Gen & quendm Stephan Colſton per nomen Stephi Colſton de parochia Sce Brigette London Merchant-Tayler manucapt' cujuſdam Johis Langtree ſi invent' fuiſſent in ballia ſua & eos ſalvo cuſtod ita qd heret corpora eoꝝ coram dca Dna Regina apud Weſtm die Mercurij ꝓx' poſt Craſtinum Animarum tunc ꝓx' ſequen ad ſatiſfac p̃fat' Johi Blomer de 141 l. de debo necnon quinquagint' ſolid ꝓ dampnis ſuis que ſuſtinuit tam occaſione detencõnis ejuſdem debi quam ꝓ miſis & cuſtagijs ſuis ꝑ ipm circa ſectam ſuã in hac parte appõit' juxta formam cujuſdam recognicõis ꝑ p̃d Jacob Bruche & Stephum Colſton eidem Johi Blomer ꝓ p̃d Johe Langtree nuꝑ in Cur' dict' Dne Regine coram ipa Dna Regina apud Weſtm p̃d cognit' unde convict' fuer' ſicut eidm Dne Regine conſtabat de recordo Et unde in eadem Cur' dce Dne Regine coram ipa Regina conceſſ fuit qd p̃d Johes Blomer heret inde ꝟſus eoſdem manucapt' execucõnem &c. Quod quidem bre poſtea ſcilt xx die Julij anno regni dce Dne Regine nunc xxv. ſupradicto apud Warwic' in Com Warwic' p̃d deliberat' fuit cuidam Johi Harrington Ar' adtunc Vic' Com Warwic' p̃d exiſten in forma juris exequend ꝓut bre illud in ſe exigebat & requirebat virtute cujus quidm b̃ris p̃d Johes Harrington tunc Vic' p̃d Com Warwic' exiſten poſtea

Deliverer de dit Brief al un Harrington donc Vic' War'.

ſtea ſcilt octavo die Octobr' año xxv. ſupradicto apud War' p̄d corpus p̄d Jacobi Bruche cepit & arreſtavit ac ipm̄ Jacobū in execuc̄one ꝓ debo & damn̄ p̄d in cuſtod ſua adtunc & ibm huit p̄dcoq; Jacobo Bruche ſic in execuc̄one ſub cuſtod dci Johis Harrington tunc Vic p̄d Com̄ War' in forma p̄d exiſten̄ p̄d Johes Blomer poſtea ſcilt ad p̄d diem Mercurij ꝓx' poſt p̄d Crm̄ Animar' coram eadm̄ Dnā Regina apud Weſtm̄ p̄d ven̄ in ꝓꝑ' ꝑſona ſua Et idem tunc Vic Com̄ War' p̄d ſcilt p̄d Johes Harrington tunc retorn̄ & certificavit eidem Dnē Regine hic ſcilt apud Weſtm̄ p̄d q̄d ipē virtute br̄is p̄d ſibi inde direct' cepiſſet corpꝰ p̄d Jacobi Bruche cujus corpꝰ in Gaola ſua apud War' p̄d adeo languidū fuit detent' q̄d corpꝰ ejus cor' dcā Dnā Regina ad diem & locum in eodem brī content' here non potuit abſq; mortis piclo Et ulterius idem tunc Vic certificavit dcē Dnē Regine q̄d p̄d Steph Colſton non fuit invent' in balliva ſua Ipoq; Jacobo Bruche virtute br̄is p̄d in forma p̄d capt' & arreſtat' ac in execuc̄one ut p̄fert' exiſten̄ ſub cuſtod p̄d Johis Harrington adtunc Vic p̄d Com̄ War' p̄d Dnā Regina poſtea ſcilt xxv die Novembr' año regni ſui xxvi. ꝑ lr̄as ſuas Patentes ſub magno ſigillo ſuo Angl' ſigillat' geren̄ dat' apud Weſtm̄ p̄d eiſdem die & anno coīſiſit p̄fat' Edwardo Holt cuſtod p̄d' Com̄ War' duran̄ bene placito ipſius Dnē Regine dicitq; idem Edward' Holt in fact' q̄d idem Edwardꝫ poſtea ſcilt tertio die Decembr' año viceſimo ſexto ſupradicto apud War' p̄d' de p̄d' lr̄is Patent' ſic ut prefert' ſibi confect' prefat' Johi Harrington dedit notitiam Quor' pretextu idem Edwardꝫ fuit Vic ejuſdem Com̄ War' q̄dq; poſtea ſcilt pred' tertio die Decembr' año xxvj. ſupradicto apud War' pred' pred' Johes Harrington in exitu ab Officio ſuo Vic pred' Com̄ War' corpꝰ pred' Jacob in execuc̄one ꝓ debo & dampn̄ pred' ꝑ Indentur' inde inter ipm̄ Johem Harrington adtunc Vic pred' Com̄ War' & prefat' Edwardum Holt adtunc & ibm debito modo confect' eidm̄ Edwardo delibavit ꝑ quod idem Edward' adtunc Vic ejuſdem Com̄ War' prefat' Jacobum ſub cuſtod' ſua in execuc̄one ꝓ debo & dampn̄ pred' adtunc & ibidem habuit Dictoq; Jacobo Bruche in execucon̄ ſub cuſtod' ipſius Edward' Holt adtunc Vic ejuſdem Com̄ War' apud War' pred' ſic ut prefert' exiſten̄ & remanen̄ poſtea ſcilt xxv. die Januarij año xxvj. ſupradicto quoddam brē dcē Dnē Regine extra Cur' ipſius Dnē Regine coram ipā Regina apud Weſtm̄ p̄d' exiſten̄ tunc Vic pred' Com̄ War' direct' Ac prefat' Edwardo Holt adtunc Vic Com̄ illius in forma juris exequend' delibat' fuit cujus quidm̄ br̄is tenor ſequit' in hec v̄ba: Eliz. Dei Gr̄a &c. (And ſo recite the Writ of Habeas Corpus.) Poſt cujus quidm̄ br̄is recepc̄on' pred' Edwardus Holt poſtea ſcilt viij die Februarij

Le arreſt del Def.

Cepi corpus ret' & que le Def. fuit languid in priſona.

Et que Colſton non fuit invent, &c.

Pl. fait Vic' per Letters Patents.

Notice done de ceo al Harrington le former Vic'.

Le Def. deliver al novel Vic' en Execution, &c.

Ha. cor &c. deliver al Pl.

Brief de Ha. cor. in hæc verba.

Le Def. per virtue del dit Brief fuit duct al London, &c.

Eſcape.

Blomer port Action vers le Pl.

Judgment vers le Pl.

ãno xxvj. ſupradicto virtute ejuſdm brĩs ult' mencõnat' prefat' Jacobum Bruche uſq; Civitat' London duxit intenden ipſum Jacobum ad pred' diem & locum in pred' brĩ de heas corpus content' coram dca Dna Regina parat' here ꝓut per brẽ illud ſibi precipiebatur Idemq; Jacobus Bruche ſub cuſtod' predict' Edwardi Holt in execucõne ex cauſa pred' apud London pred' videlt in parochia Scē Brigette in Warda de Farringdon extra London pred' remanen & exiſten machinan & intenden pred' Edward Holt adtunc Vic' pred' Com War in hac parte callide & deceptive decipere & defraudare Ac eundm Edwardum Holt adtunc Vic' pred' Com War' cum ſolucõne predictar' ſexagint' duar' librar' & decem ſolid' onari ꝓpon poſtea ſcilt nono die Februarij ãno xxvj. ſupradicto apud London pred' videlt in parochia & warda pred' a cuſtod' pred' Edward' Holt adtunc Vic' pred' Com War' contra voluntat' ſuam receſſit & evaſit ratione quar' quidm receſſionis & evaſionis idem Jacob; de execucõne pred' penitus exonat fuit & ea de cauſa pred' Johes Blomer poſtea ſcilt Termino Scē Trinitatis ãno regni dcē Dnē Regine nunc xxvj. ſupradicto coram eadem Dna Regina apud Weſtm pred' veniſſet p Georgium Golburne adtunc Attorn ſuũ & ꝓtul' tunc in Cur' dcē Dnē Regine coram ipa Regina ſecundum conſuetudinẽ dcē Cur' a tempore cujus contrarij memor' hominum non exiſtit uſitat' billam ſuam de & ꝓ pred' ſexagint' duab⁹ libr' & decem ſolid' vs prefat' Edwardũ Holt adtunc Vic' pred' Com War' in cuſtod' Marr' Mareſc' dcē Dnē Regine coram ipa Regina exiſten de plito debiti Taliterq; ſup billam illam in Cur' pred' ſecundum conſuetudinem Cur' illius a toto pred' tempore cujus contrar' memor' homin non exiſt' uſitat' ꝓceſſũ fuit qd pred' Johes Blomer p judicm Cur' pred' recupavit vs prefat' Edwardum Holt tam pred' ſexagint' duas libr' & dec' ſolid' de debo quam 10 l. ꝓ dampnis ſuis que ſuſtinuit tam occacõne detencõnis ejuſdem debiti quam pro miſ' & cuſtagijs ſuis p ipm circa ſect' ſuam in ea parte appoit' eidem Johi Blomer p Cur' dcē Dnē Regine nunc ex aſſenſu ſuo adjudicat' & qd pred' Edward' Holt eſſet in misericord' cujus quidem judicij pretextu idem Edwardus Holt cum ſolucõne tam pred' ſexagint' & duar' libr' & dec' ſolid' de debo pred' quam pred' 10 l. ꝓ dampn pred' onerabilis exiſtit ad dampn ipſius Edward' Holt ducent' libr' Et inde ꝓduc' ſectam &c. Ex MSS. Juſticiarij Warburton en mes maines.

Lloyd v. *Street* & al'.

Caſe pur enter un Action en un infer' Cur' & procur' Judic' ſur ceo, & le party d'eſtre prend en execution ſans aſcun notice de ceſt matter.

Salop ſſ. JOſephus Street nuꝑ de Civitate Ceſtr' in Com̄ Civit' Ceſtr' Gen̄ Ranulphus Bennet nuꝑ de Civit' Ceſtr' in Com̄ Civit' Ceſtr' Gen̄ Georgius Buckley nuꝑ de Civit' Ceſtr' Gen̄ Ricardus Wright nuper de Civit' Ceſtr' Gen̄ & Johes Young nuꝑ de Civit' Ceſtr' Gen̄ attach fuer' ad reſpondend̄ Johi Lloyd Gen̄ de plito tranſgr' ſuꝑ caſum &c. Et unde idem Johes Lloyd ꝑ A. B. Attorn̄ ſuū queritur qd̄ cum ipſe p̄d Johes Lloyd quarto die Maij an̄o regni Dn̄i Regis nunc triceſimo quarto exiſtens ꝑſona boni nominis ſtatus credentie & reputac̄onis inter vicinos ſuos & alios quibuſcū Commerc' adtunc habuit & adtunc fuit infra Civitat' Ceſtr' circa negotia ſua licita ibm̄ ꝑ agenda ijdem Joſephus Ranulphus Georgius Ricardus & Johes p̄d quarto die Maij an̄o regni Dn̄i Regis nunc triceſimo quarto apud villā Salop' in Com̄ Salop' p̄d machinantes & intendentes ipm̄ p̄d Johem Lloyd colore legis opprimere & in Priſona ſive Gaol' de Northgate infra Civit' Ceſtr' p̄d cuſtodire & detinere adtunc apud villā Salop' p̄d' falſo fraudulenter indebite & malitioſe cauſaverunt & ꝓcuraverunt intrationes de record' fieri in Curia de Record Dn̄i Regis nunc Penticij Civit' Ceſtr' apud eandem Civitat' in Communi Aula plitorꝝ ibm̄ tent' coram Willo Allen & Henrico Bennet tunc Vic' Civit' Ceſtr' p̄d' eodem quarto die Maij an̄o regni Dn̄i Regis nunc triceſimo quarto ſupradict' q̄d idem Johes Lloyd in ꝓpria ꝑſona ſua tunc compuit in dict' Cur' dc̄i Dn̄i Regis Penticij Civit' Ceſtr' p̄d' adtunc & ibm̄ tent' in quodam plito debi ſuꝑ demand' cent' & octogint' librarꝝ vſus ipm̄ Johem Lloyd ad ſect' p̄d' Joſephi Street in eadem Cur' levat' & ſuꝑinde judicm̄ ad iſtam eandem Cur' vſ p̄d Johem Lloyd ꝓ p̄d' Joſepho Street ꝓ p̄d' debo cent' & octogint' libr' reddend' ꝓcuravunt ꝓut ꝑ record' Cur' p̄d' in Cur' p̄d' ibm remanen̄ plenius liquet Et ſuꝑ hoc iſto eodem die ijdem Joſephꝰ Ranulphꝰ Georgiꝰ Ricardꝰ Johannes & Thomas apud Civitat' p̄d' cauſaverunt & ꝓcuraverunt ipm̄ pred' Johem Lloyd in execuc̄one ꝓ debito pred' in Priſona pred' apud Civit' pred' onerari & in eadem Priſona pred' detineri ubi revera & de facto ipſe idem Johes Lloyd nunquam compuit in Cur' pred' in plito pred' ratione cujus ipſe pred' Johes Lloyd ſic in execuc̄one ꝓ debito pred' modo & forma pred' onerat' exiſtens in Priſona pred' remanere coactus fuit & in credentia & eſtimatione ſua ea de cauſa in tanto leſus & pejoratus fuit q̄d' divſi creditores pred' Johis Lloyd imaginantes debita ſua in ꝑiculo perdendi ipm̄ pred' Johem Lloyd in Priſona pred' cum accõnibus ſuis onaverunt ratione cujus ipſe idem Johes Lloyd in credent' & vita ſua vivendi qua preante a exercuit magnopere deteriorat' fuit & in Priſona pred' per ſpacium ſex menſium a pred' quarto die Maij anno triceſimo quarto ſupradicto ꝓx' ſequen̄ remanere coact' fuit ad dampnū ipſius Johis Lloyd quingent' librar' Et inde ꝓduc' ſectam &c.

Hen. Pollexfen.

Sir *William Pritchard* v. *Papillion*.

Paſch. 36 Car. 2. Regis.

Action ſur le Caſe pro arreſter le Quer' ſans cauſe.

London' ſſ. Willielm' Pritchard Mil' nuper Major Civitat' pred' quer' de Thoma Papillion in cuſtod' Mar' Mareſc' &c. ꝓ eo videlt qd cum xij die Febr' anno regni Dni Caroli ſecundi nunc Regis Angl' &c. triceſimo quinto ipſe idem W. P. ac ante & abinde per ſeperales menſes extunc ꝓx' ſequen̄ extitit Major Civit' London pred' in Officio Majoratus illius debito modo elect' prefect' & jurat' ac ſecundum conſuetud' Civit' London pred' a tempore cujus contrar' memor' homin̄ non exiſtit in eadem uſitat' & apꝓbat' Offic' ſuū Majoratus illius indies intendere debuit per aſſid' diligenc' ipſius Willielmi in regimine Civitat' illius per ipſum ſecundum debitum Officij ſui pred' exequend' & performand' ad honor' & dignitat' ad Offic' ill' ſpectan̄ & pertin̄ pred' tamen T. exiſten̄ un' de Coitat' Civitat' pred' & ſub regimine dci W. virtute Offic' ſui pred' premiſſor' non ignar' ſed machinan̄ & falſo ac malitioſe invidens felic' ſtatum ipſius W. ac Offic' ſui pred' necnon ipm̄ W. in execuc̄one Offic' illius minus juſte inquietare & diſturbare pred' xij die Febr' anno triceſimo quinto ſupradicto idem T. P. ꝓ verac' prefat' W. adhibend' (Eod' T. adtunc non habente aliquod legitimam vel ꝓbabilem cauſam accõnis ꝟſus ipm̄ W.) falſo & malitioſe ꝓs fuit extra Cur' dci Dni Regis coram ipſo Rege nunc hic ſcilt apud Weſtm̄ in Com̄ Midd' adtunc & adhuc tent' exiſten̄ quoddam bre ipſius Domini Regis de alias Capias ꝟs ipſum W. per nomen Willielmi Pritchard Mil' adtunc Coronator' Civit' London pred' direct' per quod quidem bre idem Dñus Rex nunc eidem tunc Coronatori precepit qd caperet ipſum

W.

W. P. ſi invent̄ foret in Civitat̄ London pred' & eum ſalvo cuſtodiret ita q̄d haberet corpus ejus coram Dño Rege apud Weſtm̄ die Mercur̄ p̱x' poſt Quinden̄ Paſch extunc p̱x' ſequen̄ ad reſpondend' prefat̄ T. P. per nōen T. P. At̄ de p̱lito tranſgr̄ & q̄d idem tunc Coronator̄ haber' ibi tunc br̄e ill' Et pred' T. P. ex ulteriori nequitia & malicia ſuis precogitat̄ v̄s ipm̄ W. poſtea & ante retorn̄ br̄is pred' ſcilt viceſimo quarto die Aprilis año triceſimo quinto ſupradicto apud London pred' in paroch Scē Mildred Virginis in Pulletria in warda de Cheap London pred' br̄e de alias Capias cuidm̄ J. B. Gen̄ adtunc Coronatori Civit̄ London pred' exiſten̄ deliberavit exequend' ac adtunc & ibidem ipm̄ W. adtunc Major̄ Civit̄ London pred' ut prefertur exiſten̄ pretextu br̄is illius per corpus ſuū capi & arreſtari ac in priſon̄ ſub cuſtod' ejuſdem tunc Coronator̄ per ſpacium ſex horaꝝ extunc p̱x' ſequen̄ detineri malitioſe & minus juſte p̱curavit in vituperacōn derogacōn & vilipend' pred' W. & Offic' Majorat' ill' W. pred' necnon ad dampnū prejudic' & gravacōn ipſius W. manifeſt' ubi revera & de facto pred' T. P. pred' tempore captōn arreſtacōn & detencōn ipſius W. in priſona ſic ut prefertur fact̄ non habuit aliquam juſtam vel probabilem cauſam actōnis v̄s ipm̄ W. in premiſs' pred' unde idem W. dic' q̄d ipſe deteriorat' eſt & dampnū habet ad valenciam mille libraꝝ Et inde produc' ſectam &c.

Bradley v. *Gill.*

Tempeſt. Hill. 3 & 4 Jac. 2. Regis. Rot. 1890.

Briefe de Priviledge per le Clerke d'un Proth.

Wigorn' ſſ. JOhes Gill Attach fuit p̱ Breve Dñi Regis de privileg' e Cur' hic emanan' ad reſpondend' Joſue Bradley Gen' un' Clericoꝝ Willielmi Tempeſt Armig' unius Prothoñ Cur' Dñi Regis de Banco hic apud Weſtm̄ in Com̄ Midd̄ juxta libertates & privileg' ejuſdem Cur' p̱ humōi Prothoñ eoꝝ Clericis & al' Miniſtris de eodem Banco a tempore cujus contrarij memoria hominum non exiſtit hactenus uſitat̄ & ap̱pbat̄ in eodem de placito tranſgr' ſup̱ caſum &c. Et unde idem Joſhua in p̱p̱ria perſona ſua queritur quare cum idem Joſhua decimo die Maij anno regni Regis nunc tertio & antea fuiſſet & adhuc exiſtit ſeiſit̄ de & in uno capitali meſſuagio cum p̱tin' in Stowrbridge in Com̄ pred' in Dominico ſuo

Narr' pur Nuſans per erection d'un Smiths Shop proch. al meaſon de Pl. per quod, &c.

ſuo ut de feodo Cumq; etiam p̃dictus Joh̄es p̃dict' decimo die Maij anno tertio ſupradicto & ſemper poſtea uſq; diem impetrationis p̃dicti Brevis ipſius Joſhue ſcil't viceſimum quartum diem Octobris anno tertio ſupradicto & poſtea occupavit & habuit in occupatione & poſſeſſione ſuis unum al' meſſuagium cum ꝑtiñ in Stowrbridge p̃dict' meſſuagio ipſius Joſhue p̃dict' contigue adjacens p̃dictus Joh̄es machinans & malitioſe intendens ip̄m Joſhuam multiplicit' ꝑgravare & ipſum de toto commodo eaſiament' uſu & ꝓficuo totius Meſſuagij ipſius Joſhue p̃d penit' deprivare p̃dc̄o decimo die Maij anno tertio ſupradicto apud Stowrbridge p̃dc̄am quandam Shopam Fabrilem (Anglice a Smith's Shop) infra meſſuagium ipſius Joh̄is p̃dict' contigue p̃dict' meſſuagio ipſius Joſhue p̃dict' adjacen' de novo erexit Ac quoddam Fabrile (Anglice a Smith's Forge) infra eandem Shopam locavit & affixit Ac infra Shopam p̃dictam in & ſuper Fabrile ill' cum ſervis ſuis tempore nocturno ac tempore matutino ante lucem diei & ad al' tempora & horas intempeſtivas in tantum laboravit & div'bavit & cum Malleis Ferreis ꝑcuſſit ita quod ꝑ horribiles ſtridores clangores ſtrepitus & ſonitus laboris & div'berationis ill' (oĩes romeas & partes p̃dict' meſſuagij ipſius Joſhue penetrantes & influeñ) Idem Joſhua liberi & famuli ſui ac al' ꝑſone in meſſuagio ſuo p̃dict' conv'ſañ exiſteñ in eodem meſſuagio ipſius Joſhue dormire quieſcere ſeu manere non potuer' nec poſſunt ad intolerabil' incommoditatem & nuſanc̄ ipſius Joſhue p̃textu cujus idem Joſhua totum commodum eaſiament' & ꝓficuum meſſuagij ſui p̃dc̄i ꝑ totum tempus p̃dict' ꝑdidit & amiſit ad dampnum ipſius Joſhue ducentarum librarum Et inde ꝓduc̄ ſectam &c.

Barre. Que il ad uſe le Trade d'un Black-ſmith en Sturbridge per ſpace de 20 Ans il eſteant educate de ceo come un Apprentice. Que le Pl. adviſe luy al inhabit en le demeſ. & le uſer ſon Trade la.

Et p̃dcus̄ Joh̄es ꝑ Samuelem Hunt Attorn' ſuum ven' & defend' vim & injur' quando &c. Et dic̄ quod p̃dict' Joſhua actionem ſuam p̃dc̄am v'ſus eum habere non debet Quia dic' quod idem Joh̄es uſus fuit & exercuit artem ſive miſterium Fabri Ferrar' (Anglice of a Blackſmith) in Stowrbridge p̃dict' ꝑ ſpacium viginti annoꝝ & amplius modo elapſ̄ (ipſo eodem Joh̄e exiſten' ib̄m educat' ut Apprentic̄ in arte ſive miſterio p̃dc̄o) Et idem Joh̄es ulterius dic' quod ante p̃dict' decimum diem Maij ſcilicet primo die Maij anno tertio ſupradicto apud Stowerbridge p̃dict' p̃dcus̄ Joſhua adviſavit & direxit ipſum Joh̄em venire & inhabitare in meſſuagio p̃dict' in narratione p̃dc̄a ſuꝑius mencōnat' fore in occupatione ipſius Joh̄is & ib̄m exercere artem ſive miſterium p̃dict' quodq; idem Joh̄es ſuꝑinde ad meſſuagium p̃dict' ult' ſpec' veniebat ad com̄orand̄ in eodem & idem Joh̄es in quadam antiqua romea parcell' meſſuagij ill' exiſten' loco convenien' & neceſſar' ꝓ exercitatione artis ſue p̃dict' quoddam

Fabrile (Anglice a Smith's Forge) locavit & affixit Ac ibm cum ſervis ſuis in arte ſive miſterio ſuo p̄dict' a p̄dict' decimo die Maij hucuſqꝫ neceſſarie laboravit ad tal' horas & tempora qual' convenien' fuer' ad efficiend' opus ſuum arte ſive miſterio ſuo p̄dict' tam modicum ſtrepit' ſive clangorem facien' quam potuit abſqꝫ hoc quod ipſe Shopam Fabrilem (Anglice a Smith's Shop) ibm de novo erexit alit' quam ut ſupradictum eſt Et hoc parat' eſt v̄ificare unde pet' judicium ſi p̄dict' Joſhua actionem ſuam v̄ſus eum habere debeat &c. Demurrer & Joinder en Demurrer.

Et ſur ceo il veignt al dit meſ. & habit la & en convenient Roome de erect u[illegible] Smiths Forge, &c. Travers que il de novo erect un Smiths Shop alit' quam ut pred. eſt.

Le Opinion del Court fuit que l'Action giſt & pur ceo *Vide Co.* 9. 57. *Aldred*'s Caſe, *Hutton* 135. *Palmer* 536. *Rolls Tit.* Action ſur le Caſe 89. *Johnſon* and *Gill*'s Caſe. Et auxi fuit tenus que le Plea ne reſpond le Declaration, & que le Traverſe fuit idle. Mes le Defendant per conſent ad licence d'amender ſon Plea.

Benſon v. *Muſgrave.*

Belvin. Trin. 2 Jac. 2. Regis. 1652.

Cumbr' ſſ. RIchardus Muſgrave nup̄ de Hayton-Caſtle in Com̄ predict' Baronettus nuper Vic' Com' Cumbr' predict' attach̄ fuit ad reſpondend̄ Joh̄i Benſon Gen' de placito tranſgr ſuper caſum &c. Et unde idem Joh̄es per Franciſcum Catterſon Attorn' ſuum queritur quare cum idem Joh̄es Termino Sancti Hillarij anno regni Domini Regis nunc primo debito modo ꝓſecut' fuiſſet extra Cur' dicti Dn̄i Regis de Banco hic ſcilicet apud Weſtm̄ in Com̄ Midd̄ quodam breve ipſius Dn̄i Regis de capias v̄ſus quendam Radum Hayes de Egremond in Com' Cumbr' Yeoman tunc Vic' Com' Cumbr' direct' per quod quidem breve idem Dominus Rex nunc eidem tunc Vic' Cumbr' precepit quod caperet prefat' Radum ſi invent' foret in Ball'ia ſua & eum ſalvo cuſtod̄ Ita quod haberet corpus ejus coram Juſtic' dicti Domini Regis apud Weſtm' in Craſtino Aſcentionis Domini ad reſpondend̄ eidem Joh̄i Benſon de placito quare vi & armis clauſum ipſius Joh̄is apud Penrith fregiſſet & alia enormia ei intuliſſet ad grave dampnum ipſius Joh̄is & contra pacem Domini Regis nunc Acetiam ad reſpondend̄ eidem Joh̄i ſecundum conſuetud̄ Cur'

Action ſur le caſe *v.* Vic. pur Eſcape ſur meane Proceſs. Narr. Briefe Hill. 1 Jac. 2. en Tranſ. *quare Clauſum fregit.* proſecute ove intent a declare en Debt pur 33 *l.* envers *Ralph Hayes.* Ret in Craſ. Aſcen.

Delivery de Briefe 13 April'.

Arreſt del Hayes.

Eſcape al London.

Cur' dicti Domini Regis de Banco hic in quodam placito debiti ſuper demand triginta & trium librarum Et quod idem Vic' haberet ibi breve illud Quod quidem breve dicti Domini Regis in forma predict ꝓſecut idem Johes poſtea ſcilicet decimo tertio die Aprilis anno primo ſupradicto apud Cockermouth prefat Rico adtunc Vic' Com' Cumbr' exiſten' in forma juris exequend deliberavit virtute cujus quidem brevis predict Ricus poſtea & ante retorn' ejuſdem brevis ſcilicet ſexto decimo die Aprilis anno primo ſupradicto tunc Vic' Cumbr' exiſtens prefat Radum in Ball'ia ſua videlicet apud Cockermouth predict invent cepit & arreſtavit ac eundem Radum in cuſtodia ſua advent cepit & arreſtavit ac eundem Radum in cuſtodia ſua adtunc & ibm virtute brevis predict habuit predict tamen Ricus Officij ſui Vic' debitum in hac parte minime curans ſed machinans & frauduleut intendens ipſum Johem minus rit' pregravare vel ſaltem magnopere retardare poſtea & ante retorn' brevis predict' ſcilicet viceſimo die Aprilis anno primo ſupradicto prefat' Radum ex cauſa predict' adtunc detent' exiſten' extra cuſtodiam ipſius Rici adtunc Vic' Com' Cumbr' ut prefert' exiſtentis ſine licencia & contra voluntatem ipſius Johis ad largum quo voluit ire & evadere ꝑmiſit videl't apud Cockermouth predict' (eodem Johe de debito ſuo pred triginta & trium librarum minime ſatisfac' exiſten) per quod idem Johes de remedio ſuo congruo ꝓ recuperatione & obtentione debi ſui pred manifeſte retardat' & impedit exiſtit ac debm illud amittere veriſimilis eſt ad dampnum ipſius Johis quadraginta librarum Et inde ꝓduc' ſectam &c.

Barre que apres le temps del dit Eſcape ſuppoſe Hayes per le conſent, del Plaintiff appiert al jour de Ret. del Brief.

Prout per Recordum ejuſdem comparentie &c.

Et predict' Rikus per Johem Williamſon Attorn' ſuum ven & defend vim & injur' quando &c. Et dic' quod predictus Johes actionem ſuam predictam inde ꝟſus eum habere non debet quia dic' quod poſt pred tempus quo ſupponitur ipſum Ricum prefat' Radum ad largum ire & evadere premiſiſſe & ad pred retorn' brevis in narr' pred ſpec' ſcil't iu pred' Craſtino Aſcentionis Domini Termino Paſch anno regni Domini Regis nunc primo ſupradicto in brevi predicto mentionat' apud Weſtm' in Com' Midd' prefat' Radulphus per conſenſum apꝓbationem & beneplacitum ipſius Johis ad breve p̃dict in narr' p̃d ſpec ad ſectam p̃dict Johis de p̃dco placito in brevi p̃d mencõnat in Cur ſcil't apud Weſtm p̃d debe comperuit ꝓut ꝑ Recordum ejuſdem comparentie in Cur p̃d hic reſiden plenius liquet & apparet Et hoc parat eſt ꝟificare unde pet Judicium ſi p̃dict Johes actionem ſuam p̃dict inde ꝟſus eum habere debeat &c.

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Per

Replication. Nul tiel Record del Appearans del dit Hayes per que poit appeare que il appiert per le conſent, &c. del Pl.

Per aliqua preallegata ab actione ſua p̄dict habend̄ precludi non debet Quia dic' quod non habetur aliquod tale recordum comparentie p̄d Radi in Cur̄ Dn̄i Regis hic reſiden' ꝑ quod liquet aut apparet dict Radum ꝑ conſenſum apꝓbationem & beneplacitum ipſius Joh̄is Benſon ad breve p̄dict in narratione p̄d ſpec' ſic ut prefertur comperuiſſe qual' p̄d Ric̄us ſuperius allegavit Et hoc parat eſt v̄ificare unde pet judicium & dampna ſua occ̄one p̄miſſa ſibi adjudicari &c.

Et p̄d Ric̄us dic' quod placitū p̄dict p̄d Joh̄is ſuperius replicando placitat' minus ſufficien' in lege exiſtit ad p̄d Joh̄em Benſon actionem ſuam p̄dict v̄ſus ipſum habend̄ manutenend̄ quodq; ipſe ad placitū illud modo & forma p̄dict placitat neceſſe non habet nec ꝑ legem terre tenetur reſpondere Et hoc parat eſt v̄ificare unde ꝓ defectu ſufficien' replicationis ipſius Joh̄is Benſon in hac parte idem Ric̄us ut prius pet judiciū & qd̄ p̄d Joh̄es Benſon ab actione ſua p̄dict habend̄ p̄cludatur &c. Et ꝓ cauſis morationis in lege ipſius Ric̄i in hac parte idem Ric̄us juxta formam Statuti in hum̄oi caſu edit & ꝓviſ̄ oſtendit & Cur̄ hic demonſtrat has cauſas ſubſequen' videl't qd̄ idem placitū ponit duplicem materiam in exit & eſt in ſe multifariū redundans ac totalit incert & caret forma.

Et p̄d Joh̄es ex quo ipſe ſufficien' materiam in lege in placito ſuo p̄dict ſuperius replicando placitat ad actionem ſuam p̄dc̄am v̄ſus prefat Ricū habend̄ manutenend̄ ſuperius allegavit quam ipſe parat eſt verificare quam quidem materiam p̄d Ric̄ non dedicit nec ad eam aliqualit reſpondet ſed v̄ificationem illam admittere omnino recuſavit ut prius pet judiciū & dampna ſua occaſione p̄miſſa ſibi adjudicari &c. Et quia Juſtic' hic ſe adviſare volunt de & ſuper p̄miſſis priuſquam judiciū ſuū inde reddant dies dat eſt partib; p̄dict hic uſq; a die Sc̄i Michaelis in tres Septimanas de audiendo inde judicio ſuo quia Juſtic̄ hic inde nondū &c.

PUR le Defendant fuit inſiſt, Que le Replication fuit male, quia le Allegation del Appearance del Defendant fuit ſufficient, & le Allegation ouſter que fuit ove le conſent, *&c.* fuit immaterial, & que le Plaintiff poit aver travers le Record del appearance ſolement. Mes del auterpart fuit move, que le Bar fuit male. Et pur ceo, *Hob.* 210. 2. *Webb* & *Canning*'s Caſe. *Latch* 149. *Calſe* & *Bingles.* & 1 *Jones* 138. meſme Caſe. & 2 *Rolls Rep.* 119. *Worſley*'s Caſe fueront cite, mes per Conſent, les Parties amend.

Grammer v. *Watſon.*

Cooke. Paſch. 1 Jac. 2. Regis. Rot. 377. *C. B.*

Action ſur le Caſe pur diſturbance de Common. Narr' que Sir W. Child fuit farmer de Oxton Netherhall in Com' Nott. De que 20 acres de terre in Blidworth en le tenure de Pl. ſont parcel & Copyhold terres. Preſcript. alledge en Sir W. Child d'aver Common de Paſture pur les dits 20 acres de terre en un Waſt appel Alamore. Sir W. Child 15 April 30 Car. 2. grant les dits 20 acres al Pl. en fee.

Nott' ſſ. JOhes Watſon nuper de Farnsfield in Com̄ p̄dict̄ Yeoman attach̄ fuit ad reſpondend̄ Jacobo Gꝛammer de placito tranſgr' ſuper caſum &c. Et unde idem Jacobꝫ ꝑ Carolum Nevile Attoꝛn' ſuū queritur quare cum quidam Willūs Child Miles decimo quinto die Apꝛilis anno regni Dn̄i Caroli ſecundi nuper Regis Anglie &c. triceſimo firmar̄ fuit de & in Manerio de Oxton Netherhall cum ꝑtin̄ in Com' Nott̄ p̄d unde viginti acre terre in Blydwoꝛth nunc in tenura p̄fat̄ Jacobi ſunt & a tempoꝛe cujus contrarij memoꝛia hominū non exiſtit fuer̄ parcell' & a toto tempoꝛe ſupꝛadicto dimiſſ' & dimiſſibil' ꝑ cop̄ rotl' Cur̄ Manerij p̄d ꝑ Dominū ejuſdem Manerij vel ꝑ Seneſchallū ſuū Cur̄ Manerij illius ꝓ tempoꝛe exiſten' cuicunqꝫ perſone ſive quibꝫcunqꝫ perſonis ea capere volenti vel volentibꝰ in feodo ſimplici vel ad termin' vite vel annoꝝ vel aliter ad voluntat̄ Dn̄i ſecundū conſ̄ Manerij p̄d Cumq; p̄d Will' Child ac omnes ill' quoꝝ ſtat' ipſe habuit in Manerio p̄dict̄ cum ꝑtin' ꝓ tenen̄ cuſtomar̄ ſuis p̄d viginti acr' terre habuer̄ & a tempoꝛe cujus contrar̄ memoꝛia hominū non exiſtit habere conſuever̄ coīam paſture in quodam vaſto voc' Alamore continen' ducent' acr̄ in Blydwoꝛth p̄d ꝓ omnibꝫ averijs ſuis communicalibꝫ in & ſuꝑ p̄d viginti acr̄ terre cum ꝑtin' levan' & cuban' quolibet anno omni tempoꝛe anni tanquam ad p̄d viginti acr̄ terre cum ꝑtin' ſpectan' & ꝑtinen' Idemq; Will' Child ſic de Manerio de Oxton Netherhall p̄d cum ꝑtin' in foꝛma p̄d poſſeſſionat̄ exiſten' ad Cur̄ ſuam Manerij ſui p̄d tent' apud Oxton p̄d infra Maneriū p̄d p̄dcō decimo quinto die Apꝛilis anno triceſimo ſupꝛadicto ꝑ quendam Laurenciū Athoꝛpe adtunc Seneſchallū ſuū Cur̄ Manerij p̄d ꝑ copiam rotuloꝝ Cur̄ Manerij illius conceſſit eidem Jacobo p̄d viginti acr̄ terre cum ꝑtin' tenend' ſibi & hered̄ ſuis ad voluntat' Dn̄i ſecdm̄ conſ̄ Manerij pꝛed̄ virtute cujus quidem conceſſion' idem Jacobꝰ in pꝛed̄ viginti acr̄ terre cum ꝑtin' intravit & fuit & adhuc exiſtit inde ſeiſit̄ in dnico ſuo ut de feodo ad voluntat' Dn̄i ſecdm̄ conſ' Manerij pꝛed̄ pꝛedict' tamen Johes Watſon pꝛemiſſoꝝ non ignarꝰ ſet machinans & intendens ipſum Jacobū de coīn Paſture ſua pꝛed̄ in pꝛedicto vaſto vocat' Alamore in foꝛma pꝛed̄ habend̄ minꝰ juſte impedire & de ꝓficuo ſuo inde totaliter depꝛivare poſtea ſcil't viceſimo die Decembꝛis Anno regni dicti Dñi Caroli ſecundi nuꝑ Regis Anglie &c. triceſimo quinto averia videl't diverſos equos vaccas boves & bidentes ſuos in pꝛedicto vaſto voc' Alamore poſuit ac herbam ibm creſcen' cum averijs ſuis pꝛed̄ depaſt' fuit conculcavit & conſumpſit depaſturac̃on' conculcac̃on' & conſumpc̃on' herbe pꝛed̄ in pꝛed̄ vaſto voc' Alamore cum equis vaccis bobꝰ & bidentibꝰ pꝛed̄ a pꝛed' viceſimo die Decembꝛis anno regni dicti nuper Regis Caroli ſecundi triceſimo quinto ſupꝛadicto uſqꝫ viceſimũ diem Octobꝛis extunc ꝓx' ſequen' diverſis diebꝰ & vicibꝰ continuando ꝑ quod idem Jacobꝫ coïam ſuam paſture pꝛed' ꝓ averijs ſuis pꝛed' in & ſuper pꝛed' viginti acr' terre cum ꝑtin' levan' & cuban' in p̃d' vaſto vocat̃ Alamore in tam amplo & beneficiali modo ꝓut ipſe p̃antea habuit & habere uſus fuit ac de jure habere debuit & conſuevit habere non potuit ſet ꝓficuũ & beneficiũ inde ꝑ tot̃ idem tempus amiſit ad dampnum ipſius Jacobi quadꝛaginta libꝛaꝝ. Et inde ꝓduc̄ ſectam &c.

Que le Def. mett en le Common ſes avers, &c. al prejudice de ſon Common.

Et p̃dict̃ Johẽs ꝑ Samuelem Coke Attoꝛñ ſuũ veñ & defend' vim & injuꝛ̃ quando &c. Et dic' quod p̃d' Jacobus actionem ſuam pꝛed' inde verſus eum habere non debet quia dic' quod bene & veꝝ eſt quod pꝛed' Willꝰus Child decimo quinto die Apꝛilis anno regni Dñi noſtri Caroli ſecundi nuꝑ Regis Anglie &c. triceſimo firmar̃ fuit de Orton Netherhall cum ꝑtin' in Com̃ pꝛed' unde pꝛed' viginti acr̃ terre in Blydwoꝛth nunc in tenura pꝛed' Jacobi ſunt & a tempoꝛe cujus contrar̃ memoꝛia hominũ non exiſtit fuer̃ parcell' & a toto tempoꝛe ſupꝛadicto dimiſſ' & dimiſſibil' ꝑ copiam rotul' Cur̃ Manerij pꝛed' ꝑ Dñum ejuſdem Manerij vel per Seneſchallũ ſuũ Cur̃ Manerij illiꝰ ꝓ tempoꝛe exiſten' cuicunqꝫ perſone vel quibꝫcunqꝫ perſonis ea capere volenti vel volentibꝰ in feodo ſimplici ad terminũ vite vel annoꝝ vel aliter ad volunt' Dñi ſecundũ conſ̃ Manerij pꝛed'. Quodqꝫ pꝛed' Will' Child ac omnes ill' quoꝝ ſtat' ipſe habuit in Manerio pꝛed' cum pertin' ꝓ ſe & tenen' cuſtomar̃ ſuis pꝛed' viginti acr̃ terre habuer̃ & a tempoꝛe cujus contrar̃ memoꝛia hominũ non exiſtit habere conſuever̃ coïam paſture in pꝛed' vaſto voc' Alamore continen' ducent' acr̃ in Blydwoꝛth pꝛed' ꝓ omnibus averijs ſuis comunicalibꝫ in & ſuper pꝛed' viginti acr̃ terre cum pertin' levan' & cuban' quolibet anno omni tempoꝛe anni tanquam ad pꝛed' viginti acr̃ terre cum pertin' ſpectan' & pertinen' quodqꝫ idem Will' Child ſic de Manerio pꝛed' de Orton Netherhall pꝛed' cum pertin' ſeiſit' exiſten' ad Cur̃ ſuam Manerij ſui pꝛed' tent' apud Orton pꝛed' infra Maneriũ pꝛed' pꝛed' decimo quinto die Apꝛilis anno triceſimo ſupꝛadicto per Laurentium Athoꝛpe adtunc Seneſchallum ſuum Cur̃ Manerij il-

Barre.

Confeſſion que Sir W. Child fuit firmor de Manor. Et que les dits 20 acres ſont parcel de ceo & Copyhold Terres.

Il confeſs le droit de Common come alledge en le Narr'.

Il confeſs le grant de les 20 acres al Plaintiff.

Mes il diſt que le Archeveſque de York devant le Grant de les 20 acres al Pl. fuit ſeiſe en fee, &c. del Manor de Southwell, de quel un Meſſ. &c. eſt parcel & Copyhold Terres.

Preſcription en l'Eveſque de aver Common pur les Tenants del dit Meſſ. en le dit Alamore waſt.

lius conceſſiſſet eidem Jacobo pred' viginti acr̄ terre cum pertin' tenend' ſibi & hered' ſuis ad voluntat' Dñi ſecundū conſ̄ manerij pred' virtute cujus quidem conceſſionis idem Jacobus in pred' viginti acr̄ terre cum pertin' intravit & fuit & adhuc exiſtit inde ſeiſit' in dinco ſuo ut de feodo ad voluntat' Dñi ſecundum conſ̄ Manerij pred' ꝓut pred' Jacobus per breve & narrationem ſua pred' ſuperius ſuppon' ſet idem Joħes ulterius dic' quod Reverend' in Chriſto Pater Ric̄us Providentia Divina Dñus Archiepiſcopus Eboꝝ Anglie Primat̄ & Metropolitan' ante pred' viceſimū diem Decembris anno regni dicti nuper Regis Caroli ſecundi triceſimo quinto ſupradicto ſeiſit̄ fuit de Manerio de Southwell cum pertin' in Com̄ pred' in jure Archiepiſcopat̄ ſui unde unū meſſuagiū triginta acr̄ terre decem acr̄ prati & triginta acr̄ paſture cum pertin' in Farnsfield in Com̄ pred' ſunt & a tempore cujus contrarij memoria hominū non exiſtit fuer' parcell' in dinco ſuo ut de feodo quodqꝫ pred' meſſuag' trigint̄ acr' terre decem acr' prati & trigint̄ acr' paſtur̄ cum ꝑtin' ſunt & a toto tempore ſup̄dict̄ fuer' tent' cuſtomar' p̄d̄ Maner̄ de Southwell ac dimiſſ' & dimiſſibil' ꝑ copiam rotl' Cur' Maner̄ de Southwell p̄d̄ ꝑ Dom̄ Maner̄ illius vel per Seneſchall' ſuū Cur' ejuſd̄ Maner̄ ꝓ tempore exiſten' cuicunqꝫ perſone ſive quibꝫcunqꝫ perſonis ill' capere volenti vel volentibꝰ in feodo ſimplici vel aliter ad voluntat̄ Dñi ſecundū conſ' Manerij illiꝰ Et pred Joħes ulterius dic' quod pred' Archiepiſcopus & omnes Predeceſſores ſui & ill' quoꝝ ſtat' idem Archiepiſcopus habuit in predc̄o Manerio de Southwell cum pertin' ꝓ ſeipſis & tenen' ſuis cuſtomar' predc̄oꝝ meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' habuer' & a tempore cujus contrar' memoria hominū non exiſtit habere conſuever' communiam paſture in p̄d̄ vaſto voc' Alamore ꝓ omnibꝰ averijs ſuis communicalibꝰ in & ſuper p̄d̄ meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' levan̄ & cuban' quolibet anno omni tempore anni tanquam ad pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' ſpectan' & pertinen' & pred' Archiepiſcopus ſic de Manerio de Southwell p̄d̄ cum pertin' in forma p̄d̄ ſeiſit̄ exiſten' ante predc̄um viceſimum diem Decembr' anno triceſimo quinto ſupradicto ſcil't ad Cur' Manerij pred' tent̄ apud Manerium illud decimo nono die Januarij anno regni Dñi Caroli primi nuper Regis Anglie &c. decimo quarto per Humfridum Tinall tunc Seneſchallum ſuum Cur' Manerij p̄d̄ per copiam rotuloꝝ Cur' pred' Manerij de Southwell conceſſit cuidam Robto Watſon patri ipſius Joħis pred' meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' habend' & tenend' ſibi

Grant del dit Meſſ. &c. al un Robert Watſon pier del Def. en fee.

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& hered & aſſign̄ ſuis imperpet̄ ad voluntat̄ Dn̄i ſecd̄m conſuet̄ Manerij p̄d virtute cujus quidem conceſſion' idem Robertus ante p̄d viceſimum diem Decembris anno regni dc̄i Dn̄i Regis Caroli ſecundi triceſimo quinto ſup̄dict̄ in p̄d Meſſuag' triginta acr̄ terre decem acr̄ prati & triginta acr̄ paſture cum ptin' intravit & fuit inde ſeiſ̄ in dominico ſuo ut de feodo ad voluntat̄ Dn̄i ſecundum conſuetud' Maner̄ p̄d Et ſic inde ſeiſ̄ exiſten̄ idem Robertus ante predc̄m viceſimum die Decembr̄ an̄o regni dc̄i nuper Regis Caroli ſecundi triceſimo quinto ſupradicto apud Southwell pred' obijt de tali ſtatu ſuo inde ſeiſit̄ poſt cujus quidem Roberti mortem pred' Meſſuag' triginta acr̄ terre decem acr̄ prati & triginta acr̄ paſture cum pertin̄ deſcendebant prefat' Joh̄i ut filio & hered' prefat' Roberti per quod idem Joh̄es in pred' Meſſuag' triginta acr̄ terre decem acr̄ prati & triginta acr̄ paſture cum pertin̄ intravit & fuit & adhuc eſt inde ſeiſ̄ in dominico ſuo ut de feodo ad voluntat̄ Dn̄i ſecd̄m conſuetud' pred' Manerij de Southwell Idemq; Joh̄es ſic inde ſeiſ̄ exiſten̄ ante pred viceſimum diem Decembris an̄o regni dc̄i Dn̄i Regis Caroli ſecundi triceſimo quinto poſuit equos boves vaccas & bidentes in narracon̄ pred' ſuperius ſpec̄ exiſten̄ aꝟia ipſius Joh̄is propr̄ & ſuper pred' Meſſuag' triginta acr̄ terre decem acr̄ prati & triginta acr̄ paſture cum pertin̄ levan̄ & cuban̄ in pred' vaſto voc̄ Alamore ad herbam in eodem tunc creſcen̄ depaſcen̄ & herbam pred' ibidem nuper creſcen̄ cum aꝟijs pred' depaſt' fuit conculcavit & conſumpſit depaſt' conculcacon̄ & conſumpcon̄ herbe pred' in pred' vaſto voc̄ Alamore cum equis bobus vaccis & bidentibꝫ pred' a pred' viceſimo die Decembris an̄o triceſimo quinto uſq; viceſimum diem Octobris extunc prox' ſequen̄ diꝟſis diebꝫ & vicibꝫ continuando utendo comunia ſua p̄d inde Que quidem poſic̄o predcoꝝ equoꝝ bovum vaccaꝝ & bident̄ pred Joh̄is in pred vaſt' voc̄ Alamore ac depaſturacon̄ conculcacon̄ & conſumpcon̄ herbe pred' ibm cum equis bobꝫ vaccis & bidentibꝫ ill' per tempus pred' eſt eadem poſic̄o equoꝝ bovum vaccarum & biden̄ pred' in pred' vaſto voc̄ Alamore ac depaſt' conculcacon̄ & conſumpcon̄ herbe pred' ibidem cum equis bobꝫ vaccis & bidentibꝫ pred' per tempus pred' unde pred' Jacobus ſuperius ꝟſus eum ſe modo queritur Et hoc parat̄ eſt ꝟificare unde pet̄ Judicm̄ ſi pred' Jacobꝫ accon̄ ſuam pred' ꝟſus eum habere debeat &c.

Mort de Robert Watſon.

Entry del Def. &c.

Et iſſint il juſtifie le metter de ſes avers en le Common.

Averment que eſt un cauſe d'Action.

Et p̄d Jacobꝫ dic̄ qd̄ ipſe ꝑ aliqua p̄allegat̄ ab accōne ſua p̄d ꝟſus ꝑfat̄ Johem Watſon hend̄ p̄cludi non debet quia ut prius dic̄ qd p̄d Willielm⁹ Child ac om̄es ill' quoꝝ ſtat̄ ipſe habet in Manerio de Orton̄ Netherhall p̄d cum ꝑtin̄ ꝓ ſe & tenentibꝫ cuſtomar̄ ſuis p̄d vigint̄ acr̄ terre ipſius Jacobi in Blydworth pred'

Replicat' Per que le Preſcrip' allege en Sir W. Child eſt arrear aver.

pred' habuer̃ & a tempore cujus contrar̃ memoria hominũ non exiſtit habere conſuever' cōmuniam paſture in p̄d vaſto voc' Alamore continen' ducent̃ acr̃ in Blydworth p̄d ꝓ om̃ib3 aꝟijs ſuis cōicalib3 in & ſuꝑ p̄d vigint̃ acr' terre cum ꝑtin' ipſius Jacobi in Blydworth p̄d levan' & cuban' quolibet anno omni tempore anni tanquam ad p̄d' viginti acr̃ terre cum ꝑtin' ſpectan' & ꝑtinen' ꝓut idem Jacob3 ꝑ bře & narracon' ſua pred' ſuperius ſuppon' Abſq3 hoc q̄d pred' Reverendiſſim⁹ in Chriſto pater Ric̃us Divina Providentia Dñus Archiep̃us Ebor̃ Anglie Primas & Metropolitan' & om̃es predeceſſores ſui & om̃es ill' quor̃ ſtat̃ idem Archiep̃us habuit in pred' Manerio de Southwell cum ꝑtin' ꝓ ſeipſis & tenen' ſuis cuſtomar' pred' Meſſuag' triginta acr̃ terre decem acr̃ prati & triginta acr̃ paſture cum ꝑtin' pred' Johis Watſon in Farnsfield pred' habuer' & a tempore cujus contrar' memoria homin' non exiſtit here conſuever' cōiam paſture in pred' vaſto voc' Alamore ꝓ omnib3 aꝟijs ſuis cōicalib3 in & ſuꝑ pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum ꝑtin' pred' Johis in Farnsfield pred' levan' & cuban' quolibet anno omni tempore anni tanquam ad pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' ſpectan' & ꝑtinen' ꝓut predc̄us Johes Watſon ſuꝑius pl̃itando allegavit Et hoc parat̃ eſt ꝟificare unde pet̃ Judicm̃ & dampna ſua occ̃one premiſſ' ſibi adjudicari &c.

Traverſe de le Preſcription.

Rejoinder, & Iſſue ſur le dit Preſcript'.

Et pred' Johes ut prius dic' q̄d pred' Reꝟend' in Chriſto pater Ric̃us Providentia Divina Dñus Archiepiſcopus Ebor̃ Angl' Primas & Metropolitan' & om̃es predeceſſores ſui & om̃es ill' quor̃ ſtat̃ idem Archiepiſcopus habuit in pred' Manerio de Southwell cum pertin' ꝓ ſeipſ̃ & tenen' ſuis cuſtomar' pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' pred' Johis Watſon in Farnsfield pred' habuer' & a tempore cujus contrar' memoria homin' non exiſtit habere conſuever' cōiam paſture in pred' vaſto voc' Alamore ꝓ omnib3 aꝟijs ſuis cōicalib3 in & ſuꝑ pred' Meſſuag' trigint̃ acr̃ terre decem acr' prati & triginta acr' paſture cum ꝑtin' p̄d' Johis in Farnsfield pred' levan' & cuban' quolibet anno omĩ tempore anni tanquam ad pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum ꝑtin' ſpectan' & ꝑtinen' ꝓut pred' Johes ſuꝑius pl̃itando allegavit Et de hoc pon' ſe ſuꝑ priam̃ Et pred' Jacob3 Gramer ſilit̃ Iō precept̃ eſt Vic' q̄d Venire fac' hic in craſtino Sc̄e Trinitatis xij &c. ꝑ quos &c. Et qui nec &c. Ad recogn' &c. Quia tam &c. Poſtea continuat̃ inde ꝓceſſ' inter partes pred' de pred' pl̃ito ꝑ Jur' pōit̃ inde inter eas in reſpcm̃ hic uſq3 ad hunc diem ſcil't a die Paſche in quindecim dies anno Regni dc̄i Dñi Regis ſecundo Niſi Juſtic' ad Aſſiās in

Com pred' capiend' aſſign' ꝑ formam Statuti &c. die Veneris decimo nono die Martij ꝓx' preterit' apud Nott' in Com pred' prius ven' Et modo hic ad hunc diem ven' tam pred' Jacobus Grañer quam pred' Johes Watſon ꝑ Attorn' ſuos pred' Et prefat' Juſtic' ad Aſſiſ coram &c. miſ hic record' ſuũ in hec vba Poſtea die & loco infracontent' coram Job Charleton Mil' un' Juſtic' Dnĩ Regis de Banco & Thoma Jenner Mil' un' Baron' Scaccar' dcĩ Dnĩ Regis Juſtic' ejuſdem Dnĩ Regis ad Aſſiſ in Com Nott' capiend' aſſign' ꝑ formam Statuti &c. ven' tam infranõiat' Jacobus Grammer quam infraſcript' Johes Watſon ꝑ Attorn' ſuos infracontent' Et Jur' Jurẽ unde infra ſit mencõ exact' quidm eoꝝ videlt Thomas Overton Nichus Stenton Johes Haynſworth Samuel Hall Will' Boſworth Georgiꝰ Man Robtus Brett Georgius White & Brian' Richman ven' & in juram ill' jurat' exiſtunt Et quia reſid' Jur' ejuſdem Jurẽ non comperuer' Jõ al' de circumſtantibꝫ per Vic' Com pred' ad hoc elcĩ ad requiſicon' pred' Jacobi Grañer ac per mandat' Juſtic' pred' de novo apponuntur quoꝝ nõia panello infraſcript' affilantur ſecundum formam Statuti in humoi caſu nuper edit' & ꝓviſ qui quidem Jur' ſic de novo ſuppõit' videlt Will' Gervas Thomas Tayler & Phus Glover exact' ſilit' ven' qui ad vitat' de infracontent' ſimulcum al' Jur' pred' prius impanellat' & jurat' dicend' elcĩ triat' & jurat' dic' ſuper ſacrm ſuum qd infraſcript' vaſtum voc' Alamore jacet infra Foreſt' de Sherwood in Com pred' qdq; pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' in barra infraſcript' pred' Johis Watſon interius mencõnat' ad que ipſe clamat cõiam paſture in pd vaſto voc' Alamore tanquam ad eadem ſpectan' & pertinen' ſunt infra Pouralem Anglice the Purlieu dcẽ Foreſte de Sherwood Et ijdem Jur' ulterius ſuper ſacrm ſuũ pred' dic' qd infraſcript' Archiepus Eboꝝ & omes predeceſſores ſui & omes ill' quoꝝ ſtat' idem Archiepus huit in predicto Manerio de Southwell cum pertin' ꝓ ſeipſo & tenen' ſuis cuſtomar' dictoꝝ Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' predcĩ Johis Watſon a toto tempore cujus contrar' memoria hominũ non exiſtit habuer' & habere conſuever' cõiam paſture in pred' vaſto voc' Alamore ꝓ omibꝫ averijs ſuis cõicalibꝫ in & ſuper teñta ill' cum pertin' levan' & cuban' quolibet anno omni tempore anni tanquam ad eadem Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' ſpectan' & pertinen' modo & forma ꝓut predcũs Johes Watſon per plitm ſuũ rejungendo plitat' interius allegavit Sed utrum humoi ꝑſcripcõ de cõia paſture in Foreſta habend' & percipiend' tanquam ſpectan' & pertinen' ad teñta pred' jacen'

Le Poſtea.

Spec' Verd' trove que le dit Waſt de Alamore eſt deins le Foreſt de Sherwood.

Que le Meſſ. &c. del Def. ſont deins le Purlieu del dit Foreſt.

Ils trove le Preſcript' pur Common allege per le Def.

Le doubt del Jury.

&

& exiſten' in Pourale Anglice the Purlieu dcẽ Foreſte ſit bona & valida in lege (aliquibꝫ Statut̃ ſeu Statuto hujus regni Anglie ac Legibꝫ & Ordinacon' de Foreſta non obſtante) necne Jur̃ pred' penitꝰ ignorant & inde pet̃ adviſament̃ & conſideracon' Cur' &c. Et ſi videbitur Juſtic' & Cur' Dni Regis hic qd' humoi p̃ſcripc̃o de cõia paſture in Foreſta habend' & percipiend' tanquam ſpectan' & pertinen' ad pred' tẽnta jacen' & exiſten' in Pourał' Anglice the Purlieu non eſt bona & valida in lege tunc ijdem Jur' ſuper ſacrm̃ ſuũ pred' dic' qd' pred' Archiep̃us Eboꝝ & omẽs predeceſſores ſui & omẽs ilł' quoꝝ ſtat̃ idem Archiepm̃ habuit in pred' Manerio de Southwell cum pertin' ꝓ ſeipſo & tenen' ſuis cuſtomar' pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' pred' Johis Watſon non habuer' nec a tempore cujus contrar' memoria homin' non exiſtit habere conſuever' cõiam paſture in pred' vaſto voc Alamore ꝓ omnibꝫ aꝟijs ſuis cõicalibꝫ in & ſuper pred' Meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture cum pertin' pred' Johis levan' & cuban' quolibet anno omni tempore anni tanquam ad eadem Meſſuag' triginta acr' terre decem acr̃ prati & triginta acr' paſture cum pertin' ſpectan' & pertinen' ꝓut pred' Jacobꝫ Grañer interius allegavit Et aſſid' dampna ipſius Jacobi Grammer occõne infraſcript̃ ultra miſ̃ & cuſtag' ſua per ipm̃ circa ſectam ſuam in hac parte appõit' ad ſex denar' Et ꝓ miſ̃ & cuſtag' ilł' ad quadraginta tres ſolid' & quatuor denar' Et ſi videbitur eiſdem Juſtic' & Cur' hic q̃d humoi p̃ſcripc̃o de cõia paſture in Foreſta habend' & percipiend' tanquam ſpectan' & pertinen' ad tẽnta pred' jacen' & exiſten' in Pourale Anglice the Purlieu dcẽ Foreſte eſt bona & valida in lege (aliquibus Statutis ſeu Statuto hujus Regni Anglie ac Legibꝫ & Ordinacon' de Foreſta non obſtante) tunc ijdem Jur' pred' ſuper ſacrm̃ ſuũ pred' dic' qd' pred' Archiep̃us Eboꝝ & omẽs predeceſſores ſui & omẽs ilł' quorum ſtat' idem Archiep̃us habuit in predicto Manerio de Southwell cum ꝑtin' ꝓ ſeipſis & tenen' ſuis cuſtomar' pred' meſſuag' triginta acr' terre decem acr' prati & triginta acr' paſture p̃d' Johis Watſon in Farnfield pred' habuer̃ & a toto tempore cujus contrarij memoria hominũ non exiſtit habere conſuever' coĩam paſture in predc̃o vaſto voc' Alamore ꝓ omnibꝰ aꝟijs ſuis coĩcalibꝰ in & ſuꝑ pred̃ meſſuag' triginta acr̃ terre decem acr' prati & triginta acr̃ paſture cum ꝑtin' pred' Johis Watſon in Farnfield p̃d levan̄ & cuban' quolibet anno omni tempore anni tanquam ad p̃d meſſuag' triginta acr' terre decem acr̃ prati & triginta acr̃ paſture cum ꝑtin' ſpectan' & ꝑtinen' modo & forma ꝓut pred̃ Johes Watſon & interius ꝓ ſe rejungendo inde allegavit Et quia Juſtic̃ hic ſe adviſare volunt

de & ſup p̃miſſis priuſquam judiciũ inde reddant dies dat eſt partib; p̃d hic uſq; in Craſtino Sc̃e Trinitatis de audiendo inde Judicio ſuo eo qd' iidem Juſtic' hic inde nondum &c.

FUit inſiſt per le Councel del Plaintiff que le Preſcription en le barre fuit male, pur ceo que le Fence mois ne fuit except, Et auxi pur ceo que Barbits ne ſont except, *quod mirum*, car ſi le Preſcription en le barre ſoit male pur ceux faults, le Preſcription auxi en le Count eſt male pur ceux Reaſons, & donques coment avera le Plaintiff Judgment? Et le Preſcription en le Count eſt male auxi pur auter Reaſon que ne fuit move al barre, *viz.* que le Preſcription pur Common a les Tenements eſt pur un que Eſtate en un Tenant pur ans del Manor, que ne poit eſtre.

Le Caſe fuit ſolement un foits move, & nemy al ceſt temps reſolve, mes appiert per le Court-liver que Judgment fuit done pur le Defendant. Que poet eſtre Common per Preſcription en un Foreſt pur Barbits, ceux Livers ſont Authorities, *viz.* 1 *Roll. Rep.* 411. *Bulſt.* part 3. 213. Le Opinion de Seigneur *Coke* eſt iſſint en 4 *Inſt.* 298. *Jones* 285. *Englefield's* Caſe. 2 *Cro.* 155. reſolve. Le Opinion de *Keeling* en le Caſe del Corporation de *Derby è contra.* Et per *Manwood* en ſon *Foreſt-ley*, 100. Un ne poiet preſcibe pur Common en un Foreſt pur Capres. *Vid. Manwood* 9.

Nota, Que le Preſcription eſt alledge per un que Eſtate en Sir *William Child*, que fuit forſque Fermor del Manor; mes ſemble que le Preſcription duiſſoit eſtre que le Seignior en Fee del Manor, & touts ceux queux Eſtate il avoit temps d'ont, &c. ont ewe Common, &c. pur lour Tenants & Farmers del dit Meſſuage, &c.

Nota auxi, Que eſt ore adjudge en *Trigge* & *Turner's* Caſe. 3 *Levinz* 98. Que un poit preſcribe pur Common pur Barbits en un Foreſt en le Fence-mois.

Prideaux v. *Morice.*

Trin. 12 W. 3. Regis. *C. B.* Rot. 655.

Action ſur le Caſe *v.* les Defendants Vianders del Corporation de *Newport* pur falſe Retorne d'un Member de Parliament.

Recital del Brief al Vic' de *Cornwall*, al elect' un Member la en le lieu de *Jo. Morris*, Ar. que ad eſtre elect pur le Borough de *Saltaſh* & auxi pur le dit Borough de *Newport* & ad elect d'eſtre Member pur *Saltaſh.*

Morris elect d'eſtre Member pur *Saltaſh.*

Cornub. ſſ. NIchus Morice nuper de Werrington in Com̄ Devon̄ Ar' attach fuit ad reſpondend̄ Joh̄i Prideaux Ar' de pl'ito tranſgr' ſuper Caſum &c. Et unde idem Joh̄es ꝑ Antoniū Penhay Attorn̄ ſuū queritur quod cum decimo tertio die Januarij anno regni Dn̄i Regis nunc decimo quoddam Bře dicti Dn̄i Regis a Cur' Cancellarie ſue apud Weſtm̄ in Com̄ Midd̄ Vic' Com̄ Cornub̄ p̄d̄ direct' emanavit ꝑ quod quidem Bře idem Dnus̄ Rex recitando cum Johannes Morice Ar' nuꝑ elect' fuerat ꝓ tunc preſenti Parliamento ipus' Regis inchoat' apud Civitatem ſuam Weſtm̄ viceſimo quarto die Auguſti tunc ult' preterit' & ibm̄ tunc per Prorogationem continuat' uſq; viceſimum ſeptimum diem Septembris tunc ꝓx' ſequen' & abinde ꝑ div̄ſas Prorogationes uſq; ad & in ſextum diem Decembris tunc ult' preterit' ulterius continuat' apud Civitat' ſuam pred' ibm̄ tunc tenend' & ꝓſequend̄ unū Burgenſem ꝓ Burgo de Saltaſh in Com̄ ipus̄ Vic' Acetiam unum Burgenſem ꝓ Burgo de Newport in Com̄ pred' & fec' Electionem ſuā apparere & ſtare unum Burgens̄ ꝓ Burgo de Saltaſh pred' ꝓut ꝑ literas dilecti & fidelis ipſius Regis Thome Littleton Bar' ꝓlocutor' in domo inferiori Parliamenti pred' fuit teſtificat' ratione cujus ſubditi ipſius Regis Burgi de Newport pred' de uno Burgenſi ad tractand' ꝓ utilitate ejuſdm̄ Burgi in Parliamento ipſius Regis pred' deſtituti fuer' Idem Dnus̄ Rex nolens quod Coitas Regni ſui in dicto Parliamento ſuo ad negocia ipſius Regis & Statum Regni ſui & Eccleſie Anglicane aggregat' ex cauſa predcā injuratur ſeu extenuaretur quo minus negotia illa debitum ſortiarentur effectum eidem Vic' precipit qd̄ loco predict' Joh̄es Morice infra Burgū de Newport pred' nuū aliū Burgenſem Burgi pred' idoneū & diſcretum (ꝓclamatione prius de premiſſis ac de die & loco fact') libe & indifferenter ꝑ illos qui ꝓclamac̄oni illi intereſſent juxta formam Statuti in humoi caſu edit' & ꝓvis' eligi faceret & nomen ejuſdm̄ Burgens' in quibuſdam indentur' inter ipm̄ Vic' & illos qui ꝓclamac̄oni ill' intereſſent inde conficiend' licet humoi Burgens' eligend' preſens eſſet vel abſens inſeri eumq; ad dictum Parliamentū ipus' Regis venire faceret ita qd' idm̄ Burgens' ſic eligend̄ plenam & ſufficientem poteſtatem pro ſe & Coitate Burgi predci haberet ad faciend̄ & conſentiend̄ hijs que in dicto Parliamento ipſius Regis de Communi Conſilio dicti regni ejuſdem Regis (favente Deo) contingerent ordinari ſuꝑ negotijs antedict̄ nolens tamen dict̄ Dn̄us̄ Rex q̄d' ipſe pred' Vic' nec aliquis al' Vic' dc̄i regni ipſius Regis aliqual' foret electus & election' illam ſic factam diſtincte & aperte ſub ſigillo ipſius Vic' & ſigillis eoꝝ qui election' illam intereſſent eidem Dn̄o Regi in Cancellariã ſuam certificaret indilate remitten' dicto Dn̄o Regi alteram partem Indentur̄ pred̄ eidem Br̄i conſut̄ unacum Br̄i illo quod quidem Br̄e poſtea ſcil't decimo nono die Januarij anno regni dicti Dn̄i Regis nunc decimo ſupradicto apud Burgum de Newport pred̄ in Com̄ Cornub p̄dict̄ cuidam Ric̄o Triſey Ar̄ adtunc & ibm̄ Vic̄ ejuſdem Com̄ exiſten' in forma juris exequend̄ deliberat̄ fuit virtute cujus quidem Br̄is idem Ric̄us Triſey (Vic̄ Com̄ Cornub' ut prefertur exiſten') poſtea ſcil't eodem decimo nono die Januarij anno regni dicti Dn̄i Regis nunc decimo ſupradicto apud Burgum de Newport p̄d̄ quoddam preceptum ſuum in ſcriptura ſub ſigillo Officij ſui pred̄ Viandatoribus Anglice Vianders & Burgenſibus Burgi de Newport pred̄ direct̄ & eiſdem Viandatoribus & Burgenſibus ꝑinde mandavit quod in loco predc̄i Joh̄is Morice de eoꝝ Burgo elegi facerent unum al' Burgenſem Burgi ill' idoneum & diſcretum ad eſſend̄ ad Parliament' pred̄ apud Weſtm̄ aggregat̄ ſecundum formam ſtatuti in hum̄oi caſu edit' & ꝓvis' & ꝓut Br̄e predict̄ in ſe exigebat & requirebat & ꝓpter temporis brevitatem nomen Burgens̄ illius eidem Vicecomiti certificarent indilate cum precepto illo quod quidem precept' poſtea ſcil't eiſdem die & anno ult̄ menc̄onat̄ apud Burgum de Newport p̄d̄ delibat̄ fuit p̄dc̄o Nicho Morice adtunc & ibm̄ uni Vianditoꝝ Burgi illius in forma juris exequend̄ Ac poſtea ſcil't die anno & loco ult̄ menc̄onat̄ ꝓclamatio infra Burgum pred̄ debo modo fact̄ fuit quod electio unius Burgens' ejuſdem Burgi eſſend' ad dictum Parliamentum Dn̄i Regis foret infra Burgum p̄dict̄ ſuper viceſimū ſeptimum diem Januarij tunc ꝓx' ſequen' Ac predict̄ Joh̄es Prideaux in facto dic̄ quod poſtea ſcil't eodem viceſimo ſeptimo die Januarij anno ult̄ menc̄onat̄ infra Burgum de Newport p̄d' idem Joh̄es Prideaux adtunc exiſtens ultra etatem viginti & unius annoꝝ & non exiſtens Vic' alicujus Com̄ ꝑ Burgenſes Burgi illius jus elegendi in ea parte habentes ac adtunc & ibidem intereſſentes publice libe indifferent̄ & debo modo electus fuit Burgens' ejuſdem Burgi ad eſſend' Burgens' ꝓ Burgo pred' in Parliamento pred' ſecundum exigentiam Br̄is & precepti pred' predict̄ tamen Nich̄us Morice (unus Viandatoꝝ Burgi de Newport pred' ut prefertur exiſtens') premiſſa ſatis

Delivery de Brief al Vic.

Le Precept de Vic' al Vianders.

Le Precept deliver al Morris un des Vianders.

Proclamat' fuit, &c.

Election del Plaintiff.

Falſe Ret' del Def. un del Vianders.

ſciens ſed machinans & ex malicia ſua precogitata intendens eundem Johem Prideaux in hac parte minus rite pregravare & dampnificare ac eundem Johem de loco ſuo in dicto Parliamento dicti Dn̄i Regis nunc injuſte fruſtrare & penitus impedire ipſe predict̄ Nichus Morice nomen prefat̄ Johis Prideaux quatenus Burgenſem Burgi p̄d' ꝑ Burgens' ejuſdem Burgi jus eligendi in ea parte habentes) eſſend' ad pred' Parliamentum dicti Dn̄i Regis nunc elect̄ Vic' Com̄ Cornub' pred' certificare eodem viceſimo ſeptimo die Januarij anno ult̄ mencōnat̄ apud Burgum de Newport pred' obſtinate & omnino recuſavit idemq; Nichus Morice (un' Viandatorum Burgi pred' ut prefertur exiſten') poſtea ſcil't dicto viceſimo ſeptimo die Januarij anno regni dicti Dn̄i Regis nunc decimo apud Burgum de Newport pred' quandam Indentur̄ inter eundem Nichum & quendam Gulielmum Isbell ꝑ nomina Nichi Morice Ar' & Gulielmi Isbell Lapidar' Vianditorꝝ Burgi Newportani in Com̄ Cornub' ex una parte & prefat̄ Ric̄um Triſey ꝑ nomen Ric̄i Triſey Ar' Vic' Com̄ pred' ex altera parte fl'o malicioſe & voluntarie fieri cauſavit ac Indentur̄ ill' ſigillis ipſorꝝ Nichi & Gulielmi ſigillari ac unacum precepto p̄d' eidem Vic' retornari adtunc & ibm ꝓcuravit ꝑ quam quidem Indenturam fl'o allegat' & retornat̄ fuit quod pred' Viandatores & Burgenſes virtute dicti precepti eiſdem direct̄ de eligendo unum Burgenſem in loco Johis Morice Ar' qui electionem fecit repreſentar' & ſtare pro Burgo de Saltaſh ad eſſend' in Parliamento tunc tenend' apud Civit̄ Weſtm̄ ex conſenſu elegiſſent Franciſcum Stratford Ar̄ de Civitate Londinenſi Burgenſem Burgi pred' ad eſſend' Burgenſem pred' ꝓ Burgo predc̄o in Parliamento pred' per quod prefat̄ Ric̄us Triſey (Vic' Com̄ Cornub' ut prefert̄ exiſt') poſtea ſcil't eiſdem die & anno ult̄ ſupradict' in Cancellariam Dn̄i Regis nunc apud Weſtm̄ in Com̄ Midd' retornavit & certificavit eandem Indentur' dicto B̄ri dicti Dn̄i Regis annex' ubi reꝟa & in facto p̄fat' Franciſcus Stratford non fuit electus per Viandatores & Burgenſes Burgi predict' Burgenſem Burgi ill' ad eſſend' Burgenſem ꝓ eodem Burgo in Parliamento predc̄o ac ubi reꝟa & in facto pred' Johes Prideaux libe indiffent' & deƀo modo ſecundum uſum & conſuetudinem Burgi ill' electus fuit Burgens' Burgi pred' ad eſſend' Burgens' pro Burgo illo in Parliamento predc̄o juxta exigenciam b̄ris & precepti ſupradict' per quod predict' Johes Prideaux non ſolum locum ſuum in Parliamento pred' perdidit verum etiam grandes denar' ſummas ad falſitatem Indenture p̄d' manifeſtand' ac deƀam electionem ipſius Johannis Prideaux in hac parte demonſtrand' & ꝓband' erogavit & expendidit unde dic' quod deteriorat'

Le Indent' contin' le Retorne, ret' al Vic.

Le Vic' retorne ceo en Chancery.

Ceo n'eſt trove per Verdict.

terioꝛat' eſt & dampnum habet ad valenciam mille librarum Et inde ꝓduc' ſectam &c.

LE Defendant pleade *Non Culp.* Et Iſſue ſur ceo, & ſur le Trial ſpecial Verdict fuit trove.

POſtea die & loco infracontent' coꝛam Johe Powell Mil' un Juſtic' Dni Regis de Banco Juſtic' ejuſdem Dni Regis ad aſſizas in Com Coꝛnub capiend aſſign & Franciſco Swanton Ar' eidem Johi Powell hac vice aſſociat' ꝑ foꝛmam Statut' &c. ven tam infranominat' Johes Pꝛideaux Ar' quam infraſcript' Nichus Moꝛice Ar' ꝑ Attoꝛn ſuos infracontent' Et Jur' Jurare unde infra fit mentio exact' quidam eoꝝ videlt Johes French Franciſcus Baſſett Johes Bꝛand Samuel Smith Henr' Wallis Willus Burgoyne Benjaminus Jolley Johes Symonds Ric̄us Dingley Reginaldus Cock vener' & in Jurām ill' jurat' exiſtunt Et quia reſid jur' ejuſdem jurē non compuer' Ideo alij de circumſtantibꝰ ꝑ Vic Com pꝛed ad hoc elect' ad requiſic̄onem pꝛed' Johis Pꝛideaux ac ꝑ mandat' Juſtic' pꝛed de novo apponuntur Quoꝝ nomina Panello infraſcript' affilantur ſecundum foꝛmam Statut' in huōi caſu nuꝑ edit' & ꝓviſ ac jur' ſic de novo apponit' videlt Anthus Nicoll & Johes Williams exact' ſimil' vener' qui ad ꝟitatem de infracontent' ſimul cum alijs jur' pꝛed pꝛius ad hoc impanellat' & jurat' dicend elect' triat' & jurat' dicunt ſuꝑ ſacrm ſuu quod infraſcript' decimo tertio die Januarij anno regni Dni Regis nunc decimo infraſcript' quoddam bꝛe dicti Dni Regis e Cur' Cancellar' ſue apud Weſtm in Com Midd Vic Com Coꝛnub' p̄d direct' emanavit ꝑ quod quidem bꝛe idem Dnus Rex recitando cum Johes Moꝛice Ar' nuꝑ elect' fuerat ꝓ tunc p̄ſenti Parliamento ipſius Regis inchoat' apud Civit' ſuam Weſtm viceſimo quarto die Auguſti tunc ult' p̄terit' & ibm tunc ꝑ ꝓrogac̄onem continuat' uſq; viceſimum ſeptimum diem Septembꝛis tunc ꝓx ſequen & abinde ꝑ diꝟſas ꝓrogac̄ones uſq; ad & in ſextum diem Decembr' tunc ult' pꝛeterit' ulterius continuat' apud Civit' ſuam pꝛed ibm tunc tenend & ꝓſequend unu Burgenſem ꝓ Burgo de Saltaſh in Com ipſius Vic̄ acetiam unu Burgenſem ꝓ Burgo de Newpoꝛt in Com pꝛed & fecit elecc̄onem ſuam apparere & ſtare unu Burgenſem ꝓ Burgo de Saltaſh pꝛed ꝓut ꝑ lr̄as dilecti & fidelis ipſius Regis Thome Littleton Bar' Pꝛolocutor' in domo inferior' Parliament' pꝛed fuit teſtificat' rōne cujꝰ ſubditi ipſius Regis Burgi de Newpoꝛt pꝛed de uno Burgenſi ad tractand

Le ſpecial Verdict per que tout les parts del declarat' ſont trove ſorſq; le concluſion del Declaration, *viz. Per quod, &c.* Et ouſter ceo deux auters Matters ſont trove que ne ſont alledge en le Decl' que ſont apres note en le Margen.

ſtand ꝓ utilitate ejuſdem Burgi in Parliamento ipſius Regis pꝛed deſtituti fuer' Idem Dn̄us Rex nolens qd' Cōitas regni ſui in dicto Parliamento ſuo ad negotia ipſius Regis & ſtatū regni ſui & Eccleſie Anglicane aggregat' ex cauſa p̄d injur' ſeu extenuaretur quo minus negotia illa debtum ſoꝛtiarentur effectum eidem Vic' pꝛecepit quod loco pꝛed' Johis Moꝛice infra Burgum de Newpoꝛt p̄d unum al' Burgenſ̄ Burgi pꝛed idoneum & diſcretum ꝓclamatione pꝛius de pꝛemiſſis ac de die & loco fact̄ libe & indifferenter ꝑ illos qui ꝓclamac̄oni ill' intereſſent juxta foꝛmam Statut̄ in hum̄oi caſu edit̄ & ꝓviſ̄ eligi faceret & nomen ejuſdem Burgenſis in quibuſdam indentur' inter ipſum Vic' & ill' qui ꝓclamationi ill' intereſſent inde conficiend licet hum̄oi Burgenſ̄ eligend p̄ſens eſſet vel abſens inſeri Eumq; ad dict̄ Parliament̄ ipſius Regis venire faceret ita qd' idem Burgenſ̄ ſic eligend plenam & ſufficientem poteſtatem ꝓ ſe & Cōitate Burgi pꝛed haberet ad faciend & conſentiend hijs que in dicto Parliamento ipſius Regis de Cōi Conſilio dicti regni ejuſdem Regis (favente Deo) contingerent oꝛdinari ſup negotijs antedictis nolens tamen dictus Dn̄us Rex quod ipſe pꝛed Vic' nec aliquis al' Vic' dicti regni ipſius Regis aliqualit̄ foꝛet elect̄ & electionem ill' ſic factam diſtincte & aperte ſub ſigillo ipſius Vic' & ſigillis eoꝝ qui electioni ill' intereſſent eidem Dn̄o Regi in Cancellariam ſuam certificaret indilate remitten̄ dicto Dn̄o Regi alteram partem indentur' pꝛed eidem bꝛi conſut̄ unacum bꝛi illo quod quidem bꝛe poſtea ſcil't decimo nono die Januarij anno regni dicti Dn̄i Regis nunc decimo ſupꝛadicto apud Burgum de Newpoꝛt p̄d in Com Coꝛnub' p̄d cuidam Ric̄o Triſey Ar' adtunc & ibm Vic' ejuſdem Com exiſten in foꝛma juris exequend deliberat̄ fuit virtute cuj⁹ quidem bꝛis idem Ric̄us Triſey Vic' Com Coꝛnub' ut pꝛefertur exiſten poſtea ſcilt eodem decimo nono die Januarij anno decimo ſup̄dicto apud Burgum de Newpoꝛt pꝛed' quoddam pꝛeceptum ſuum in ſcriptis ſub ſigillo officij ſui p̄d' Viandatoꝛibus Anglice Vianders & Burgenſ̄ Burgi de Newpoꝛt p̄d' direct̄ & eiſdem Viandatoꝛibus & Burgenſ̄ ꝑinde mandavit quod in loco pꝛed' Johis Moꝛice qui fecit electionem ſuam apparere & ſtare pꝛo Burgo de Saltaſh in Com pꝛed' de eoꝝ Burgo eligi facerent unum alium Burgenſem idoneum & diſcretum ad eſſend ad Parliament̄ pꝛed apud Weſtm aggregat̄ ſecundum foꝛmam Statut̄ in hum̄oi caſu edit̄ & ꝓviſ̄ & ꝓut bꝛe pꝛed' in ſe exigebat & requiſ̄ & ꝓpter tempoꝛis bꝛevitatem nomen Burgenſis ill' eid Vic' certificarent indilate cum pꝛecepto illo quod quidem pꝛeceptum poſtea ſcilt eiſdem die & anno ult̄ menc̄onat̄ apud Burgum de Newpoꝛt p̄d deliberat̄ fuit pꝛed' Nicho Moꝛice adtunc &

& ibm unum Viandatoꝝ Burgi illius in foꝛma juris exequenđ ac poſtea ſcilt die anno & loco ult' menc̄onat' Pꝛoclamac̄o infra Burgū p̄d debo modo fact' fuit qđ elecc̄o un̄ Burgenſ̄ ejuſdem Burgi eſſenđ ad dcm̄ Parliamentū Dnī Regis foꝛet infra Burgū p̄d ſuꝑ viceſimo ſeptimo die Januarij tunc ꝓx' ſequen̄ ac qđ poſtea ſcilt eodem viceſimo ſeptimo die Januarij anno ult' menc̄onat' infra Burgum de Newpoꝛt p̄d idem Joh̄es Pꝛideaux adtunc exiſten̄ ultra etatem viginti & uniꝰ annoꝝ & non exiſten̄ Vic' alicujus Com̄ ꝑ Burgenſes Burgi illius jus eligendi in ea parte habentes ac adtunc & ibm int'eſſentes publice libere indifferenter & debo modo elect' fuit Burgenſ̄ ejuſdem Burgi ad eſſenđ Burgenſem ꝓ Burgo p̄d in Parliamento p̄d ſecudum exigentiam b̄ris & p̄cepti p̄d q̄dꝫ p̄d Nichus Moꝛrice unus Viandatoꝝ Burgi de Newpoꝛt p̄d ut p̄fertur exiſten̄ p̄miſſa ſatis ſciens ſed machinans & ex malitia ſua p̄cogita intenden̄ eundem Johem Pꝛideaux in ea parte minꝰ rite p̄gravare & dampnificare ac eundem Johem đe loco ſuo in dc̄o Parliamento dcī Dnī Regis nunc injuſte fruſtrare & penit' impedire ipſe p̄d Nichus Moꝛrice nomen p̄fat' Johis Pꝛideaux quatenꝰ Burgenſ̄ Burgi p̄d ꝑ Burgenſes ejuſdem Burgi jus eligendi in ea parte habentes eſſenđ ad p̄dcm̄ Parliamentū dcī Dnī Regis nunc electū Vic' Com̄ Coꝛnub̄ p̄d c̄tificare eodem viceſimo ſeptimo die Januarij anno ult' menc̄onat' apud Burgū de Newpoꝛt p̄d obſtinate & om̄io recuſavit Idemꝫ Nichus un' Viandatoꝝ Burgi p̄d ut p̄fertur exiſten̄ poſtea ſcilt dc̄o viceſimo ſeptimo die Januarij anno regni dcī Dnī Regis nunc decimo apud Burg' de Newpoꝛt p̄d quandam Indentur' inter eundem Nichum & quendam Gulielmū Iſbell ꝑ noīa Nichi Moꝛrice Ar' & Gulielmi Iſbell lapidar' Viandatoꝛ Burgi Newpoꝛtani in Com̄ Coꝛnub̄ ex una parte & p̄fat' Ricm̄ Triſey ꝑ nōen Ricī Triſey Ar' Vic' Com̄ p̄d ex altera parte falſo malitioſe & voluntarie fieri cauſavit ac Indentur' ill' ſigillis ipoꝝ Nichi & Gulielmi ſigillari ac unacū p̄cepto p̄d eidem Vic' retoꝛnari adtunc & ibm ꝓcuravit ꝑ quam quidem Indenturam falſo allegat' & retoꝛnat' fuit qđ p̄d Viandatoꝛes & Burgenſes virtute dcī p̄cepti ijſdem direct' de eligendo unū Burgenſem in loco Johis Moꝛice Ar' qui elecc̄onem fecit repꝛeſentare & ſtare ꝓ Burgo de Saltaſh ad eſſenđ ad Parliamentū tunc tenť apud Civiť Weſtm̄ ex conceſſu elegiſſent Franciſcū Stratfoꝛd Ar' de Civiť Londinenſi Burgenſem Burgi p̄d ad eſſenđ Burgenſem ꝓ Burgo p̄d in Parliamento p̄d ꝑ quod p̄fat' Ric̄us Triſey Vic' Com̄ Coꝛnub̄ ut p̄fertur exiſten̄ poſtea ſcilt eiſdem die & anno ult' ſup̄dict' in Cancellariam dcī Dnī Regis nunc apud Weſtm̄ in Com̄ Midđ retoꝛnavit & c̄tificavit eandem Indenturam dc̄o bꝛī dcī Dnī Regis annex'

ubi

Ils trove que un W. Isbell al temps de ſes' &c. de garrant fuit un de Vianders & que il eſt en pleine vie.

Que n'ad eſtre aſcun determinat' fait en Parlement de droit de dit Election, ou de aſcun auter Election. Pur meſme le lieu.

ubi revera & in facto p̃fat' Franc̄us Stratford non fuit electus ꝑ Viandatores & Burgenſes Burgi p̃d Burgenſem Burgi illiꝰ ad eſſend̃ Burgenſem ꝓ eodem Burgo in Parliamento p̃d ac ubi revera & in facto p̃d Johes Prideaux libe indifferent̃ & debo modo ſecdm̃ uſũ & conſuetudinem Burgi illiꝰ elect̃ fuit Burgens̃ Burgi p̃d ad eſſend̃ Burgenſem ꝓ Burgo illo in Parliamento p̃d juxta exigentiam b̃ris & p̃cepti p̃d ꝓut ꝑ b̃re & narrac̃onem p̃d interius allegatur Et Juratores p̃d ulteriꝰ dicunt ſuꝑ ſacrm̃ ſuũ p̃d qd̃ p̃d Gulielm̃ Iſbell tempore confecc̃onis & delibac̃onis p̃cepti p̃d necnon elecc̃onis Burgens̃ p̃d & retorñ p̃cepti p̃d fuit & continuavit un̄ Viandator̄ Burgi de Newport p̃d in narrac̃one infraſcript' interiꝰ nõiat' Nõcq̃ idem Willus adhuc ſuꝑſtes & in plena vita exiſtit Et Juratores p̃d ulteriꝰ dicunt ſuꝑ ſacrm̃ ſuũ p̃d qd̃ ad aliquod tempꝰ ante hac nulla fuit determinac̃o fact̃ in domo inferiori Parliamento hujus vel alicujus al' elecc̃onis alicujꝰ Burgens̃ ad eſſend̃ ad Parliamentum in aut ꝓ Burgo de Newport p̃d ſet utrũ ſuꝑ tot' materia p̃d ꝑ Jur̃ p̃d in forma p̃d compt̃ p̃d Nichus Morrice ſit culpabilis de p̃miſſis p̃d ſuꝑiꝰ ei impõit̃ necne Juratores p̃d penitus ignorant Et inde pet̃ adviſament̃ & conſideraconem Juſtic' Cur' dc̃i Dn̄i Regis de Banco Et ſi ſuꝑ tot' materia p̃d ꝑ Juratores p̃d in forma p̃d compt' videbit' Juſtic' Cur' dc̃i Dn̄i Regis de Banco q̃d p̃d Nichus Morrice ſit culpabilis de p̃miſſis p̃d ſuꝑiꝰ ei impõit̃ tunc Jurator' p̃d dicunt ſuꝑ ſacrm̃ ſuũ p̃d q̃d p̃d Nichus Morrice eſt culpabilis de p̃miſſis p̃d ſuꝑius ei impõit' ꝓut p̃d Johes Prideaux interiꝰ v̄s eum queritur Et tunc aſſidunt dampna ipſiꝰ Johis Prideaux occ̃one p̃miſſor̄ infraſpecificat̃ ultra miſ̃ & cuſtag' ſua ꝑ ipm̃ circa ſectam ſuam in hac parte appõit' ad ducent̃ & ſexagint̃ libr' Et ꝓ miſ̃ & cuſtag' ill' ad quadragint̃ ſolid̃ Sed ſi ſuꝑ tot' materia p̃d per Jurator' p̃d in forma p̃d compert̃ videbitur Juſtic' Cur' dc̃i Dn̄i Regis de Banco q̃d p̃d Nichus Morris non eſt culpabilis de p̃miſſis p̃d ſuperiꝰ ei impõit' tunc Juratores p̃d dicunt ſuper ſacrm̃ ſuũ p̃d q̃d p̃d Nichus Morice non eſt culpabilis de premiſſis pred' ſuperiꝰ ei impõit' ꝓut pred' Nichus Morrice interius inde plitando allegavit Sed quia &c.

CEſt Caſe fuit argue deux ou troits foits al barre, & mult fuit dit de ambideux parts ſur ceux Arguments, mes le Reſolution de Court eſteant plein & ſatisfactory, jeo ſolement ferra mention de ceo.

En le Terme de Paſche *anno primo Annæ Reginæ* le Chief Juſtice [illegible] & Sir *Thomas Trevor* deliver le Opinion de tout le Court en ceo Caſe, a ceſt effect enſuant.

Nous ne donom' aſcun Opinion, lequel, ſi ad eſtre un determination en Parlement pur le Plaintiff, un Action giſeroit ou nemy, quia le Jury ont trove expreſment que fuit nul tiel determination. Nous ne donom' aſcun Opinion lequel le Action ſoit bien port encounter un de les Vianders, ou nemy; Mes nous touts ſumus d'Opinion que l'Action ne giſt devant un determination del Election, en Parlement. Admittant que le Parlement ad determine encounter le Plaintiff, puiſſoit il aver port un Action? le inconveniency & reaſon ſont le meſme. Ils ſont les proper Judges, Et ſi le Action poit eſtre port devant tiel determination, donc le Jury poit faire un determination per lour Verdict, contrary al determination del Parlement.

Poit eſtre object, que un Action ſur le Stat. de *H.* 6. poit eſtre port devant aſcun tiel determination; mes n'eſt meſme le reaſon en ceſt Caſe; car pur ceſt particular Action le Stat. done Authority a ceo faire, mes ceſt Stat. ne poit eſtre extend ouſter que eſt expreſs per les parols; & nul Action ſur le Caſe giſoit a le Common Ley.

Ceſt Stat. done un penalty de 100 *l.* & ſi aſcun remedy ad eſtre al Common Ley, n'ad eſtre aſcun neceſſity de ceſt Stat.

En Courts que ont concurrent Juriſdiction, ceſt Court que eſt primes poſſeſſe del Cauſe determinera ceo, & ſi Action ſoit port en un de eux, & auter Action en auter d'eux, le primer Action poit eſtre plead en Abatement; ou en Barre del darrein Action ſi Judgment ſoit done en le primer. En ceſt Caſe nul different Judgments poient eſtre done, mes en le Caſe devant Nous, poient eſtre.

Obj. Il avoit eſtre object que poit eſtre un failer de Juſtice, quia le Parlement poiet eſtre diſſolve devant le determination.

Reſpons. Nous ne poiom' prender ſur nous a ſupplier les defects de Statutes; nul tiel Action fuit unques port devant le Caſe de *Nevil* & *Strode*, 1658. 2 *Sid.* 168. Et nul determination de ceo Caſe appiert al moy, & pur ceo il eſt un fort preſumption que le Action ne giſt. Le Caſe icy eſt pluis fort Caſe, que le Caſe de *Barnardiſton* & *Somes* (quel eſt report en 2 *Lev.* 114.) coment ceo fuit pur un double return; mes ceo n'eſt material, le falſity eſt le foundation del Action en ambideux Caſes. En un auter point la eſt un difference, car en le Caſe de *Barnardiſton* la fuit un determinat' de Parlement pur *Barnardiſton*, & uncore adjudge que le Action ne giſt.

Il auxi cite 3 *Levinz* 29. *Onſlow* & *Rapley*'s Caſe. Et eſt auter reaſon, come il dit, en ceo Caſe, *viz.* quia le droit del tierce perſon eſt d'eſtre determine per le determinat' en ceo Caſe.

Nota, que fuit fait de appear al Court que le Judgment done pur *Barnardiſton* en B. R. fuit revers en *Cam' Scacc'* & ceſt Judgment de Reverſal fuit affirme in *Domo Procerum*; *Ideo ne amplius inde clamor' audiam' &c. Pratt* & *Carthew* Accouncel ove le Pl. *Darnel* Serjeant le Roy & *Latwyche* ove le Def.

BaynTine v. *Sharp.*

Action ſur le Caſe vers le Owner d'un Savage Bull, que Wound le Pl.

Midd' ſſ. ET unde idem Willꝰus ꝑ A. B. Attorn ſuum queſt quare cũ pred' T. año &c. apud Stepney in Com pred' quendam Taurum Anglice a Bull ipus Thome ſcidit vel ſcindi cauſavit Anglice cut or hoxed ꝑ quem quidm ſciſſum Anglice hoxing Tauri ill' Taurꝰ ill' furioſus devenit Anglice grew mad & ſic furioſ exiſten ꝓ deſcũ debe cuſt cuſtod' & gubnacon Tauri ill' pred Taurꝰ cornubꝫ ſuis ipm W. adtunc & ibm jactavit ꝑcuſſit & vulneravit Anglice did toſs gore and wound in diverſis partibꝫ corporis ipſiꝰ W. ꝑ qd idm W. non ſolũ in magnũ dolorem corporis ſui incidit verumetiam diverſ negot ipſiꝰ W. pagend ꝑ magnũ tempꝫ videlt ꝑ ſpaciũ duorum menſiũ extunc ꝓx' ſequen infect remanſet ad dampnũ &c.

NOta, Que apres Verdict pur le Pl. le Judgment fuit arreſt, quia ne fuit allege en le Count, que le Def. fuit conuſant que le Bull fuit mad.

Allen v. *Stephenſon.*

Hill. 11 W. 3. Regis. C. B.

Action ſur le Caſe pur un negligent cuſtoder de Feu.

Midd' ſſ. FRanciſc Stephenſon nuꝑ de Paroch Scı Andree Holborne in Com pd Perriwig-maker attach fuit ad reſpondend Thome Allen At de ꝑlito tranſgt ſuꝑ caſũ &c. Et unde idem T. ꝑ W. R. Attorñ ſuũ queſt quare cum ſecdm legem & conſuetudinem hujus Regni Angl' habenꝰ uſitat & appbat quilibet pater familias Anglice Houſe-keeper ejuſdem Regni ignem ſuũ die & nocte ſalvo & ſecure cuſtodire teneatur ne ꝑ deſcũ debit cuſtod ignis humoi patris familias ſervot vel hoſpit Anglice Lodgers ſuot dampnũ aliquod alicui de eodm Regno eveniat pd F. xvij. die Julij anno regni Dni Regis nunc xj. exiſten' poſs' de quodam Meſſuag' in Chancery-lane infra Paroch Scı Andree Holborne pd in Com Midd pd in quo idem F. tunc habitavit & exiſten' pater familias Anglice an Houſholder infra idem Meſſuag' eodem xvij die Julij año regni Dnī Regis nunc xj. ſuprad' apud paroch Scī Andree Holborne p̄d in Com̄ Midd p̄d quendam hoſpitem Anglice a Lodger infra idem Meſſuag' voluntarie hoſpitio recepit Anglice lodged ac in eodem Meſſuag' com̄orari ꝑmiſit qui quidem hoſpes ignem infra Meſſuag' ill' tam negligenter & impꝓvide cuſtodivit qđ ꝓ defcū bone & debe cuſtod' ignis ill' ꝑ eundem hoſpitem bona & catalla ipſius Tho. p̄d xvij die Julij año xj. ſupradicto apud paroch Scī Andree Holborne p̄d in Com̄ Midd p̄d ad valenc' quinquagint' librar̄ in domo mancōnali ipſiꝰ T. ibm ſcitt in Chancery-lane p̄d in paroch & Com̄ p̄d tunc exiſten̄ ac domꝰ p̄d ipſiꝰ T. combuſt' & ſpoliat' fuer̄ unde dic' qđ deteriorat' eſt & dampnū habet ad valenc' mille librar' Et inde ꝓduc' ſectam &c.

N*Ota*, En Eaſter-Terme puis Verdict pur le Plaintiff, Judgment fuit arreſt pur le ſtrangeneſs & inſufficiency del Declaration.

Hewet v. *Copland.*

Winford. Trin. 2 W. & M. Reg' & Reginæ. Rot. 1577.

Norwic' ſſ. Samuel Copland nuꝑ de Norwico Woolcomber attach fuit ad reſpondend Mordecai Hewet Gen̄ de plito tranſgr' ſuꝑ caſū &c. Et unde idem Mordecai ꝑ Johem Brereton Attorn̄ ſuū querit' quare cum idem Mordecai primo die Januarij anno Dnī millimo ſexcenteſimo octogeſimo octavo & diu antea continue extunc poſtea hucuſq; fuit & adhuc exiſtit ſeiſit' de & in uno Meſſuag' & uno antiquo Gardino eidem Meſſuag' cum ꝑtin̄ in Norwico in dñico ſuo ut de feodo Cumq; etiam pred' Samuel pred' primo die Januarij anno Dnī millimo ſexcenteſimo octogeſimo octavo ſupradicto & diu antea & continue extunc poſtea hucuſq; fuit & adhuc exiſtit poſſeſſionat' de & in uno alio Meſſuagio & uno Gardino eidem Meſſuagio adjacen̄ cum pertin̄ in Norwico pred' predc̄o Meſſuagio & Gardino ipſius Mordecai ꝓx' adjacen̄ qui quidem Gardin̄ ipſiꝰ Mordecai ꝑ tempꝰ predcm̄ fuit & adhuc exiſtit plantat' cum Arborib; fructuoſis herbis & florib; ad ipſiꝰ Mordecai non modicū ꝓficm̄ & utilitat' Ac etiam continet quedam ambulacra ꝓ ſalubritate ipſius

Action ſur le Caſe pur le erection d'un Stable & auters Edifices al annoyance de Garden del Pl. en Norwich.

Moꝛdecai & familie ſue in eiſdem ambulacris ambulañ necnon quendam locum aptat' ad lotos pannos lineos ipſius Moꝛdecai ibm locat' ſiccand' & candidand' pꝛed' tamen Samuel pꝛemiſſor' non ignarus ſed malicioſe machinans & intendens ipm̄ Moꝛdecai de eaſiament' uſu & ꝓficuo Meſſuagij ſui pꝛedcī ac de ꝓficuo & utilitat' Gardini ſui pꝛedcī ac de uſu & ꝓficuo ambulacror' ſuor' pꝛedc̄or' ꝓ ipſius Moꝛdecai & familie ſue ſalubꝛitat' necnon de ſiccac̄one & candicantia lotor' pannor' lineor' ipſius Moꝛdecai in Gardino pꝛed' locat' totalit' depꝛivare & impedire pꝛed' pꝛimo die Januarij anno Dnī millimo ſexcenteſimo octavo ſupꝛadc̄o quoddam edificm̄ vocat' a Waſh-houſe & quendam Stabul' vocat' a Stable & quandam Cam'am ſupꝛa dcm̄ edificm̄ & ſtabul' ꝓ locac̄one Feni in eadem necnon quandam Camerā in edificio pꝛed' ꝓ comburac̄one carboñ maritiũ & al' rerū combuſtibil' in eadem ſuper pꝛed' Gardinū cū pertiñ pꝛed' Samuel tam ꝓpe Meſſuag' & Gardiñ pꝛed' ipſius Moꝛdecai erexit ac diꝟſis diebꝫ & vicibꝫ int' pꝛed' pꝛimū diem Januarij anno Dnī millimo ſexcenteſimo octogeſimo octavo ſupꝛadicto & diem impetrac̄onis bꝛĩs oꝛiginalis ipſiꝰ Moꝛdecai diꝟſis quantitat' lane ſevoſe vocat' greaſy Wool ac al' res in edificio pꝛed' lavit ac quoſdam carbones maritimos Anglice vocat' Sea-coals in camino pꝛed' in edificio pꝛed' ut pꝛefertur erect' combuſſit ac equos ſuos in ſtabulo pꝛed' poſuit ac diꝟſaꝝ quantitat' Feni in camera pꝛed' ſuper edificm̄ & ſtabulū pꝛed' & ꝓpe pꝛedcm̄ caminū in edificio pꝛed' ut pꝛefertur erect' poſuit & locavit ac equos pꝛed' in ſtabulo pꝛed' & Fenū pꝛed' in camera pꝛed' ut pꝛefertur poſit' & locat' exiſteñ ibm pꝛed' diꝟſis diebꝫ & vicibꝫ infra tempꝰ pꝛed' exiſteñ remanere ꝑmiſit Ita q̄d per fetid' & inſalubr' odoꝛes aque fetid' & fumū pꝛed' equor' & per loc̄onem lane ſeboſe & al' rerū in edificio pꝛed' ut pꝛefertur in Meſſuagiū pꝛedcm̄ ipſius Moꝛdecai penetrañ & influeñ & fedañ idem Moꝛdecai ac Famuli ſui ac al' perſone in Meſſuagio ſuo pꝛed' conꝟſan' exiſten' abſqꝫ pericl'o infecc̄onis in Meſſuagio pꝛed' continuare ſeu manere non potuer' ac rōne combuſſioñ carboñ maritim̄ pꝛed' in camino pꝛed' in edifico pꝛed' ut pꝛefertur erect' fumi cineres & fuligines de carbonibꝫ maritimis pꝛed' in camino pꝛed' ardentibꝫ & extra illū in tantum evapoꝛantes & evolitantes ac ſuper arboꝛes herbas & floꝛes p̄d & in Gardinū p̄d cadentes Ita q̄d arboꝛes p̄d' & fruct' necnon herbe ac floꝛes pꝛed' in eodem creſceñ inſalubꝛes & arid' devenerunt ac aer in Gardino p̄d ꝑ tempꝰ p̄d' coꝛupt' & inſalubꝛis extitit & remanſit ꝑ quod idem Moꝛdecai totū comodū uſū eaſiment' & ꝓficm̄ magne partis Meſſuagij ſui p̄d ac ꝓficm̄ & utilitat' Gardini ſui pꝛed' ꝑ tempꝰ p̄dcm̄ ꝑdidit & amiſit ac ſalubitrat' ipſiꝰ Moꝛdecai & familie ſue valde ꝑiclitat' Acetiam panni ni linnei pꝛed' in Gardino pꝛed' locat' im̄und' & maculat' fuerunt ac Meſſuag' pꝛed' ipſius Moꝛdecai rõne comburacoñ carboñ pꝛed' in camino pꝛed' ut pꝛefertur igne comburend' valde ꝑiclitat' eſt ad dampnũ ipſius Moꝛdecai quadꝛaginta libꝛaꝝ Et inde ꝓduc' ſectam &c.

Barre per Cuſtome en Norwich de erecter tiels Edifices, &c.

Et pꝛed' Samuel ꝑ Jacobum Damee Attoꝛn̄ ſuum ven̄ & defend' vim & injur' quando &c. Et dic' quod p̄d Moꝛdecai acc̄onem ſuam pꝛed' v̄ſus eum habere non debet quia dic' quod infra Civitat̄ Noꝛwici pꝛed' a tempoꝛe cujus contrarij memoꝛia hominum non exiſtit talis habetur conſuetudo uſitat̄ & appꝛobat' qd' aliqua perſona poſſeſſionat̄ exiſtens de gardino pomario ſive aliqua al' terr̄ infra Civitat̄ p̄dict̄ ꝓpe ſive adjungen̄ meſſuagio ſive antiquo gardino alicujus al' ꝑſone infra Civitat̄ p̄d' licite edificavit & erexit & edificare & erigere uſus fuit & conſuevit ſuꝑ terr̄ unde ſic poſſeſſionat̄ exiſt' tam pꝛope meſſuagio ſive antiquo gardino alicujus tal' al' perſone quam voluit aliquam domum manſional' ſive edific' vocat̄ a Waſh-houſe ſive ſtabulum cum camera ſupꝛa dicta domum edificia & ſtabul' cum camin' in edificijs p̄d' pꝛo comburac̄on̄ carbon̄ maritim̄ & al' res combuſtibil' in eiſdem ad ꝑlitum talis ꝑſone ſic poſſeſſionat̄ exiſten̄ & edifican̄ ſine licentia ſive moleſtatione alicujus ꝑſone poſſeſſion̄ habentis de aliquo tal' meſſuag' ſive antiquo gardino pꝛope ſive adjungen̄ ita quod ꝑſona qui ſic edificaret aut erigeret ꝑ edificac̄on̄ & erection̄ pꝛed' non obſtruat aliquod antiquum lumen in meſſuagio pꝛed' pꝛope ſive adjungen̄ aut edificaret edificm̄ ſuum in tal' modo quod pluvium & aqua deſcenden̄ ſuper edificm̄ pꝛedict' caderent ſuper muros ſive edific' vel in gardinos ſive al' terr̄ ꝑtin̄ meſſuagio ut pꝛefert̄ pꝛope ſive adjungen̄ Et idem Samuel ulterius dic' quod per totum tempus pꝛedcm̄ tal' ꝑſone qui ſic erigerunt domum manc̄onal' edific' ſtabul' cum camer̄ & camiñ infra Civitat̄ p̄d' pꝛope ſive adjungen̄ aliquo alio meſſuagio ſive antiquo gardino quiete & pacifice tenuer̄ & occupaver̄ tal' domum manc̄onal' edific' ſtabul' cum camera & camiñ & carbones maritim̄ Anglice Sea-Coals in camiñ pꝛed' ut pꝛefert̄ erect̄ combuſſerunt ac equos ſuos in ſtabul' pꝛed' ſic erect̄ poſuer̄ & continuav̄unt & edific' Anglice Waſh-houſe pꝛed' ſic erect̄ uſi fuerunt in tal' modo quam voluerint tam pꝛo neceſſar̄ uſibus familiaꝝ ſuaꝝ quam pꝛo neceſſar̄ occ̄onibꝰ in reſpectivis miſterijs & occupationibꝰ tal' ꝑſonaꝝ qui eregerunt tal' edific' abſq; aliqua moleſtac̄on̄ ſive interruptioñ alicujus ꝑſone poſſeſſion̄ habentis de aliquo meſſuagio ſive antiquo gardino pꝛope ſive adjungen̄ Et pꝛed' Samuel ulterius dic' quod ipſe pꝛedict̄ Samuel poſſeſſionat̄ exiſtens de & in uno meſſuagio & uno gardino in Noꝛwic' p̄d' p̄d' gardin̄ & meſſuag' ipſius

Preſcription a urer Carbones &c. & a mett' Chivals en les Stables & a uſer Waſh-houſe accordant al occaſion.

ipſius Moꝛdecai ꝓx' adjacen̄ pꝛed' Samueli poſtea ſcilt pꝛimo die Januarij anno Dñi millimo ſexcenteſimo & octogeſimo octavo ſupꝛadicto quoddam edificm̄ vocat̄ a Waſh-houſe & quendam ſtabulum & quandam cameram ſupꝛa dict̄ edific' & ſtabulum ꝓ locatione feni in eadem necnon quendam camiñ in edificio pꝛed' ꝓ comburac̃on̄ carbon̄ maritim̄ & al' reꝝ combuſtibil' in eodem ſuper gardin̄ in poſſeſſion̄ pꝛed' Samuelis juxta gardinũ ꝑtin̄ meſſuagio ipſ' Moꝛdecai erexit & hucuſqꝫ continuavit ac diꝟſas quantitat' lane ſeboſe vocat' greaſy Wool ac al' res ꝑtin̄ miſterio ſive occupac̃oñ ꝑ pꝛedcm̄ Samuelem in edificio ſuo pꝛed' adtunc & ibm uſitat̄ lavit ac quoſdam carbones maritimos Anglice vocat̄ Sea-Coals in camino pꝛedict̄ in edificio pꝛed' ut pꝛefert' erect̄ combuſſit ac equos ſuos in ſtabulo p̃dc̃o poſuit ac diꝟſas quantitat̄ feni in camera pꝛedc̃a ſuꝑ edificm̄ & ſtabulũ pꝛed' poſuit & locavit ac equos pꝛedc̃os in ſtabulo pꝛedc̃o & fenum pꝛedcm̄ in camera pꝛedca̅ ut pꝛefert̄ poſit̄ & locat̄ exiſten̄ ibm diꝟſis diebꝰ & vicibꝰ infra tempus pꝛedcm̄ exiſtere & remanere ꝓmiſit ꝓut ei bene licuit Et hoc parat̄ eſt ꝟificare unde pet̄ judicm̄ ſi pꝛed' Moꝛdecai acc̃onem ſuam p̃dcam̄ ꝟſus eum habere debeat &c.

Replication De injuria ſua propria ove travers del cuſtome alledge en le barre.

Et pꝛedict̄ Moꝛdecai dic' q̃d ipē per aliqua pꝛeallegata ab acc̃one ſua pꝛedc̃a habend' p̃cludi non debet quia ꝓteſtando q̃d non cognoſcendo aliqua ꝑ pꝛedcm̄ Samuelem in placito ſuo p̃d' ſuꝑius allegat̄ foꝛe vera ꝓ placito dic̃ quod pꝛed' Samuel die & anno ſupꝛadicto in narrac̃one p̃dca̅ ſuperius ſpecificat̄ de injuria ſua ꝓpꝛia & abſqꝫ aliqua l'ittima cauſa pꝛedcm̄ edificm̄ vocat̄ a Waſh-houſe & pꝛed' ſtabulum vocat' a Stable & pꝛedcam̄ cameram ſupꝛa dict̄ edificm̄ ꝓ locatione feni in eadem necnon caminũ in edificio pꝛedc̃o ꝓ comburac̃one carbon̄ maritim̄ & al' reꝝ combuſtibil' in eodem ſuꝑ pꝛedcm̄ gardinũ cum pertin̄ pꝛed' Samuelis tam pꝛope meſſuagiũ & gardinũ pꝛed' ipſiꝰ Moꝛdecai erexit ac lanam ſevoſam ac al' res in edificio pꝛedc̃o lavit ac carbones maritimos p̃dc̃os in camino p̃dc̃o combuſſit ac equos p̃d' in Stabulo p̃dc̃o poſuit ac fenũ p̃dcm̄ in camera p̃dca̅ poſuit & locavit & ibm exiſtere & remanere permiſit modo & foꝛma ꝓut idem Moꝛdecai ſuperius ꝟſus p̃dcm̄ Samuelem querit̄

Le Travers.

Abſqꝫ hoc q̃d infra Civitat̄ Noꝛwici p̃d' a tempoꝛe cujus contrarij memoꝛia hominũ non exiſtit talis habeat̄ conſuetudo uſitat̄ & apꝓbat̄ quod aliqua perſona poſſeſſionat̄ exiſten̄ de Gardino pomario ſive aliqua al' terr̃ infra Civitat̄ p̃dict' ꝓpe ſive adjungen̄ meſſuagio ſive antiquo gardino alicujus al' perſone infra Civitat' pꝛed' licite edificavit & erexit aut edificare & erigere uſus fuit & conſuevit ſuper terr̃ unde ſit poſſeſſionat' exiſtit tam ꝓpe meſſuagiũ ſive antiquũ gardinũ alicujus tal' al' perſone ꝑſone quam voluit aliquam domum manc̄onal' ſive ediſicm̄ vocat' a Waſh-houſe ſive Stabul' cum camer̄ ſupꝛa dictã domū ediſicia & ſtabul' cum camiñ in edeficijs p̄dict' pꝛo comburac̄on̄ carbon̄ maritim̄ & al' reꝝ combuſtibil' in eiſdem ad placitū talis ꝑſone ſic poſſeſſionat' exiſteñ & ediſicañ ſine licencia ſive moleſtac̄oñ alicujus perſoñ poſſeſſioñ habentis de aliquo tal' meſſuagio ſive antiquo gardino pꝛope ſive adjungeñ perſone qui ſic ediſicaret aut erigeret per ediſicac̄oñ & erectionem pꝛed' non obſtruens aliquod antiquum lumen in meſſuagio pꝛedc̄o pꝛope ſive adjungeñ nec ediſicans ediſicm̄ ſuū in tal' modo q̄d pluviū & aqua deſcendeū ſuper ediſicm̄ p̄dict' caderent ſuper muros ſive ediſic̄ vel in gardiñ ſive al' terr̄ pertineñ meſſuagio ut pꝛefert' pꝛope ſive adjungeñ & per totum tempus pꝛedict' tal' perſone qui ſic erexer' domū manc̄onal' ediſic' ſtabul' cum camer' & camiñ infra Civitat' pꝛed' ꝓpe ſive adjungeū aliquo al' meſſuagio ſive antiquo gardino quiete & pacifice tenuer' & occupaver' tal' domū manc̄onal' ediſic' ſtabul' cum camer' & camiñ & carbon̄ maritimos in camino p̄dc̄o combuſſer' ac equos ſuos in ſtabul' p̄d ſic erect' poſuer' & continuaver' & ediſic' ſic erect' uſi fuer̄ in tali modo quam voluer' tam ꝓ neceſſar' uſib⁹ familie ſue quam ꝓ neceſſar' occ̄onib⁹ miſterijs & occupac̄onibꝫ tal' ꝑſon̄ qui erexer̄ tal' ediſic' abſqꝫ aliqua moleſtac̄on̄ ſive interrupc̄on̄ alicujus perſone poſſeſſion̄ habentis de aliquo tal' meſſuagio ſive antiquo gardino ꝓpe ſive adjungeū ꝓut p̄dict' Samuel ſupꝛius placitando allegavit Et hoc parat' eſt Ꝟificare unde pet' judicm̄ & dampna ſua occ̄one p̄miſſa p̄d ſibi adjudicari &c.

ET p̄dictus Samuel ut prius dic' quod infra Civitat' &c. ut in le Traverſe. Et Iſſue ſur ceo, & un Trial fuit ſur ceſt Iſſue, Et novel Trial fuit agard mes ne appiert que aſcun choſe fuit fait ouſter.

Smith, Bar. v. *Winford.*

Tempeſt. Mich. 5. G. & M. Regis & Reginæ.

Bill **v.** un Prothon' de C. B. pur le irregular ſigning d'un Superſedeas a diſcharger un hors de Priſon que fuit arreſt al ſuit de Pl.

Memorandum quod viceſimo tertio die Octobris iſto eodem Termino ven̄ hic in Cur' Edrus̃ Smith Bar' per Johem Ellis Attorn̄ ſuū Et exhibuit Juſtic' hic quandam billam ſuam v̄ſus Thomam Winford Armig' ſecdm̄ Prothon̄ Cur' Dn̄i Regis & Dn̄e Regine de Banco hic preſentem hic in Cur' in ꝓpria perſona ſua de placito transgr' ſuper caſum Cujus quidem bille tenor ſequitur in hec verba Juſtic' Dn̄i Regis & Dn̄e Regine de Banco Midd̄ ſſ. Edrus̃ Smith Bar' ꝑ Johem Ellis Attorn̄ ſuū querit' de Thoma Winford Armig' ſecundo Prothon̄ Cur' Dn̄i Regis & Dn̄e Regine de Banco hic preſente hic in Cur̄ in propria perſona ſua ꝓ eo videlt q̄d cum in eadem Cur̄ de Banco hic ſint & habeant' Et a tempore cujus contrar̄ memoria hominū non exiſtit fuer̄ & habeant' ſeꝑal Officia Philizarioꝝ ꝑ ſeꝑalibꝰ Comitatibꝰ infra hoc regnū Angl' ad irrotuland̄ omnia bria originalia e Cur̄ Cancellar̄ Dn̄i Regis & Dn̄e Regine emanan̄ in Cur̄ de Banco hic retornabile & retornat' necnon ad ſcribend̄ faciend̄ & de recordo irrotuland' bria ſuꝑinde a dicta Cur̄ hic emanan̄ Acetiam ad intrand' & de recordo irrotuland' omnes comparent' partiū ſive defenden̄ ſive tenen̄ in plitis illis in iſta Cur̄ comparen̄ Ac nullus querens in aliqua acc̄one perſonal' per bre originale in dicta Cur̄ hic penden̄ debet nec per tot' tempus pred' debuit eſſe non pros̄ Anglice nonſuited quouſqꝫ defend̄ in hum̄oi acc̄one ſive placito intraret comparentiam ſuam de recordo cum humoi Philizar̄ Com̄ illius in quo humoi acc̄o lacetur Cumqꝫ etiam idem Edrus̃ ꝑ debitum legis ꝓceſſum videlt ꝑ bre Dn̄i Regis & Dn̄e Regine nunc de capias ſuper hum̄oi bre ſuū originale fundat' e dicta Cur̄ de Banco hic ſcilt apud Weſtm̄ Termino Sc̄e Trinitatis anno regni Dn̄i Regis & Dn̄e Regine nunc primo ad ſectam ipſius Edr̄i debito modo ꝓſecut' v̄ſus quendam Edrū Saban de placito transgr̄ Acetiam ad reſpondend' eidem Edrō Smith ſecundū conſuetudinem dicte Cur̄ de Banco in quodam placito transgr' ſuper caſum ſuper ꝓmiſſion' & aſſumpc̄on' ad dampnū ipſ' Edri Smith centum triginta & quinqꝫ librar̄ Vic' Midd' direct' & retornabile coram Juſtic' dict' Dn̄i Regis & Dn̄e Regine hic ſcilt apud Weſtm̄ a die Sc̄i Martini in quindecim dies tunc prox' ſequend' poſt proſecutionem

nem ⁊ ante retorn' ejusdem brevis ſcilt decimo nono die Novembris anno primo ſupradicto in dicto Com̄ videlt apud Weſtm̄ pred' capi arreſtari ⁊ impriſonat̄ fore ac in priſona detineri feciſſet ⁊ cauſaſſet Idemq; Edrus' Saban ſic impriſonat̄ ad ſectam ipſius Edri Smith ex cauſa pred' diu poſt retorn ejusdem brevis legitime detent̄ fuit ac diutius ⁊ hucuſq; detineri debuit niſi ipſe ſufficien manucaptores ballium ſeu ſecuritatem eidem Edrō Smith in premiſſis reſponſur̄ inveniſſet aut impoſuiſſet ſeu debe intraſſet comparentiam ſuam in eadem Cur̄ de Recordo cum Philizario in Cur̄ hic ꝓ pred' Com̄ Midd̄ pred̄ tamen Thomas ſecundus Prothon Cur̄ hic ut prefertur exiſtens premiſſa ſatis ſciens machinans ac fraudulent̄ ⁊ ex iniqui lucri cauſa intendens ipſum Edrum̄ Smith minus rite ꝑgravare ac de recuperatione ⁊ obtentione dampnoꝝ ſuoꝝ p̄d̄ penitus impedire ⁊ deprivare ac de pred̄ arreſtatione ⁊ ſectā Et proſecutione ſuis predict' ōio fruſtrare poſtea ſcilt Termino Sci Hillarij año primo ſupradicto apud Weſtm̄ pr̄d̄ quoddam bre dictoꝝ Dni Regis ⁊ Dne Regine de ſuperſed̄ Vic' Midd̄ direct' illicite f'lo fraudulent' ⁊ contra officij ſui debitum ac in eluſionem ejusdem Cur̄ ⁊ contra conſuetudinem inde nomine ſuo Winford ut humoi Prothon ſignavit ꝑ quod quidem bre de ſupſed' recitando breve de capias ſuperius recitat̄ recitandoq; etiam quia tamen Juſtic' Dni Regis ⁊ Dñe Regine apud Weſtm̄ ſatis conſtabat quod pred̄ Edwardus Smith breve ſuū non fuit ꝓſecut' Ideo ijdem Dñus Rex ⁊ Dña Regina dicto Vic' Midd̄ preceperunt qd̄ ſi prefat̄ Edruū̄ Saban ea occone ⁊ non alia cepiſſet tunc ipſum Edrum̄ ad largum quo ire vellet permitteret periculo incumben pretextu cujus quidem brevis de ſuperſed' p̄d̄ Edwardus Saban poſtea ſcilicet viceſimo die Februarij anno regni dictoꝝ Dñi Regis ⁊ Dñe Regine nunc ſecundo apud Weſtm̄ p̄d̄ ab impriſonamento ſuo pred' exonerat̄ ⁊ ad largum quo voluit ire ⁊ evadere ꝑmiſſus fuit ⁊ de dicto impriſonamento ſuo exonerat̄ ſine aliqua ſecuritate ballio ſeu manucaptione ꝓ eo ut prefertur invent̄ vel impoit̄ ⁊ abſq; aliqua comparentia ejusdem Edwardi Saban in eadem Cur' hic ad ſectam ipſius Edwardi Smith de recordo intrat̄ fact̄ ſive habit̄ ubi revera idem Edwardus Smith nunquam breve ſuum non fuit ꝓſecut̄ ꝓut in dicto brevi de ſuperſed̄ falſo ⁊ deceptive ſupponit̄ ⁊ content̄ fuit quoꝝ pretextu idem Edwardus Smith non ſolum de ⁊ in ꝓſecutione ſecte ſue pred̄ retardat̄ ⁊ fruſtrat' exiſtit Vum etiam dampna ſua predict' totaliter amittere veriſimilis eſt ad dampnum ipſius Edwardi Smith ducentarum librarum Et inde pet̄ remedium ⁊c. Pleg' de ꝓs' Johes Doe Ricus Roe.

LE Defendant plead *Non Culp.* & Iſſue ſur ceo; & le Plaintiff fuit apres nonſue, pur ceo que il n'ad enter le iſſue en due temps.

Cowper v. *Towers.*

Winford. Hill. 10 W. 3. Regis. Rot. 1789.

Caſe pur inordinat chivauchant d'un Chival accomodat.

Ebor' ſſ. BArthus Towers nuper de Leeds in Com̄ pꝛed' Gen̄ attach̄ fuit ad reſpondend̄ Gilberto Cowper Gen̄ de placito tranſgr' ſuper caſum &c. Et unde idem Gilbertus p̱ Laurencium Bꝛeres Attoꝛn̄ ſuū queritur qd̄ cum ipſe idem Gilbertus pꝛimo die Junij anno regni Dn̄i Jacobi ſecundi nuper Regis Anglie &c. pꝛimo apud Leeds pꝛedcam̄ pꝛedc̄o Bartho Spadon̄ ipſius Gilberti pꝛetij vigint' libꝛaꝝ legalis monete Anglie ad equitand̄ de Leeds pꝛed' uſq; ad Kingſton ſup̱ Hull (exiſten̄ quinquagint' Miliarib⁹) accomodaſſet & delibaſſet pꝛed' Barthus machinans & intendens ip̄m Gilbtum minus rite pꝛegravare & multipliciter dampnificare Spadonem illum ſeptimo die Junij anno regni dicti Dn̄i Jacobi ſecundi nuper Regis Anglie &c. pꝛimo ſupꝛadicto apud Leeds p̄dcam̄ tam graviter onerabat inoꝛdinate laboꝛabat & celeritate & inoꝛmitate equitabat quod ſpado pꝛed' p̱ onerationem laboꝛac̄on̄ & equitac̄on̄ pꝛed' poſtea ſcil't viceſimo nono die Julij anno regni dicti Dn̄i Jacobi ſecundi nuper Regis Anglie &c. pꝛimo ſupꝛadicto apud Leeds pꝛed' interijt

Narr' ſur Trover & Converſion, &c.

Cumq; etiam ipſe idem Gilbertus decimo tertio die Apꝛilis anno regni Dn̄i Regis nunc & Dn̄e Marie ſecunde nuper Regine Anglie &c. pꝛimo apud apud Leeds pꝛedict' poſſeſſionat' fuit de quibuſdam al' av̄ijs videlt uno equo uno ſpadone & una equa pꝛecij triginta lib̄ ſimilis legalis monete Anglie ut de averijs ſuis pꝛopꝛijs Et ſic inde poſſeſſionat' exiſten̄ pꝛedc̄a averia ult' menc̄onat' ad loca eidem Gilberto ignota evaſer' que quidem av̄ia ult' menc̄onat' poſtea ſcilt decimo quinto die Apꝛilis anno regni dicti Dn̄i Regis nunc & dicte Dn̄e nup̱ Regine Anglie &c. pꝛimo ſupꝛadicto apud Leeds pꝛed' ad manus & poſſeſſionem pꝛed' Barthi p̱ inventionem devener' pꝛed' tamen Barthus ſciens av̄ia pꝛedc̄a ult' menc̄onat' foꝛe av̄ia ipſius Gilberti ꝓpꝛia & ad ipſum Gilbertum de jure ſpectare & pertinere ac machinans & fraudulent̄ intendens ipſum Gilbertum de av̄ijs ult̄ mencōnat̄ etiam callide & ſubdole decipere & defraudare av̄ia illa ult' mentionat̄ eidem Gilberto licet ſepius requiſit̄ non deliberavit ſed pred' Barthus predict̄ averia ult̄ mentionat̄ ſcilt viceſimo tertio die Aprilis anno regni dicti Dnī Regis nunc & dicte Dnē Marie ſecunde nuper Regine primo ſupradicto apud Leeds pred' ad uſum p̄dict' Barthi ꝓpt̄ conv̄tit & diſpoſuit unde idem Gilbertus dic' qđ ipſe ratione p̄miſſoꝝ p̄d multiplic' defraudat' & deteriorat' eſt Et dampnū habet ad valenciam quadragint' lib̄ Et inde produc' ſectam &c.

Barre per *Non Culp.* deins 6 ans.

Et predict' Barthus per Thomam Leigh Attorn̄ ſuū ven̄ & defend̄ vim & injur̄ quando &c. Et dic' quod p̄dict' Gilbertus accōnem ſuam pred̄ v̄ſus eum habere non debet quia dicit quod ipſe in nullo eſt culpabilis de p̄miſſis ſuperius ei impoſit' ad aliquod tempus infra ſex annos prox' ante diem impetracōnis brevis originalis p̄d Gilberti in hac parte prout p̄dict' Gilbertꝰ ſuperiꝰ v̄ſus eum queritur Et hoc parat' eſt v̄ificare unde pet' Judiciū ſi p̄dict' Gilbertꝫ accōnem ſuam p̄dict' v̄ſus eum habere debeat &c.

Et p̄dict' Gilbertꝫ dic' quod ipſe per aliqua p̄allegat' ab accōne ſua p̄dcā inde v̄ſus p̄d Barthum habend' p̄cludi non debet quia dicit q̄d ipſe idem Gilbertꝫ tertio die Octobris anno regni dicti Dnī Regis nunc & dicte Dnē Marie ſecunde nuper Regine Anglie &c. tertio ꝓ recupatione dampnoꝝ ſuoꝝ occōne p̄miſſoꝝ in narratione p̄dcā ſuperiꝫ mencōnat' proſecut' fuiſſet extra altam Cur̄ Cancellar̄ dicti Dnī Regis nunc & dicte Dnē nuper Regine eadem Cur̄ apud Weſtm̄ in Com̄ Midd' tunc exiſten̄ quoddam breve originale ipſoꝝ Dnī Regis & Dnē nuper Regine in hac parte Teſte eodem tertio die Octobris anno regni dicti Dnī Regis & dicte Dnē nuper Regine tertio ſupradicto v̄ſus p̄d' Barthum tunc Vic' Com̄ Eboꝝ p̄d' direct' retornabile coram Juſtic' dicti Dnī Regis nunc & dicte Dnē nuper Regine apud Weſtm' p̄d' in Craſtino Animaꝝ tunc prox' ſequen' ad reſpond' eidem Gilberto de placito quare vi & armis clauſum ipſiꝫ Gilberti apud Leeds pred' fregiſſet & alia enormia ei intuliſſet ad grave dampnū ipſiꝫ Gilberti & contra pacem dicti Dnī Regis nunc & dicte Dnē nuper Regine ea intencōne q̄d p̄d' Barthus per Pleg' attachiaretur & ſuperinde comperentiam ſuam in eadem Cur̄ dicti Dnī Regis nunc & dicte Dnē nuper Regine de Banco p̄d' hic ſcil't apud Weſtm' p̄d' intraretur & recordaretur Et qđ ipſe idem Gilbertꝫ ſuper comparentiam iſtam ſic recordat' & intrat' v̄ſus p̄d' Barthū ſecundū cons' dicte Cur̄ de Banco p̄d' a tempore cujꝫ contrarij memoria hominū non exiſtit

Replic'. Que il ſue un Original en Tranſ. quare Clauſum fregit, &c. Vic' Ebor' direct & retornable en meſme le Terme de quel Record eſt viz. Hill. 10 Will. 3.

Que le Def. eſt cul. deins 6 ans devant le jour de ceſt Original. *Et hoc petit'*, &c.

uſitat̄ & in eadem apꝓbat̄ modo & foꝛma ꝓut ipſe idem Gilbertus ſuperius narravit ꝟſus pꝛed' Barthum̄ declararet Et idem Gilbertus ulterius dicit qd' pꝛed' Barthus eſt culpabilis de pꝛemiſſis ſuperius ei impoīt̄ infra ſex annos pꝛox' ante diem impetracōnis bꝛis oꝛiginal' illius in hac parte Et hoc pet̄ quod inquiratur per pꝛiam̄ &c.

Rejoinder que le dit Original fuit proſecute ove intent a declarer en debt pur 7 l.

Et pꝛed' Barthus dicit qd' bꝛe oꝛiginale pꝛed' in Replicacon' pꝛed' ſuperius mencōnat̄ ꝓſecut̄ fuiſſet ꝓ pꝛed' Gilbert̄ ꝟſ̄ p̄ſat̄ Barthum̄ ea intencōne qd' p̄d' Barthꝰ ꝑ pleg' attachiaretur & ſuꝑinde comparentiā ſuā in Cur̄ hic intraretur & recoꝛdaretur Et q̄d ipſe idem Gilbertꝰ ſuꝑ compent̄ iſtam ſic recoꝛdat' & intrat' ꝟſ̄ p̄d Barthm̄ ſecdm̄ conſuetud' Cur' hic narraret in quodm̄ plito debi ſuꝑ demand' ſeptem libꝛaꝝ Abſq; hoc q̄d ꝓſecut' fuit bꝛe oꝛiginal' ill' ea intencōne q̄d p̄d' Gilbertꝰ ſuꝑ compent' ipſiꝰ Barthi in Cur' hic narraret ꝟſus eum modo & foꝛma ꝓut ipſe idem Gilbertꝰ ꝟſus eundem Barthū ſuꝑiꝰ narraſſet Et hoc parat' eſt ꝟificare unde ut pꝛius pet̄ Judicm̄ Et q̄d p̄d' Gilbert' ab accōne ſua pꝛed' ꝟſus eum habend' pꝛecludatur &c.

Travers que fuit proſecute al l'intent en le Repl' mention'.

Et pꝛed' Gilbert' ꝓteſtando quod ipſe idem Gilbert' ꝓſecut' fuit bꝛe oꝛiginale pꝛed' ea intencōne qnod ipſe idem Gilbertus ſuꝑ compent' p̄d' Barthi in Cur' dci Dni Regis de Banco p̄d' hic narraret ꝟſus p̄d' Barthm̄ modo & foꝛma ꝓut ipſe Idem Gilbert' ꝟſus pꝛed' Barthm̄ ſuꝑius narravit dicit quod pꝛed' plitum pꝛed' Barthi ſuꝑius rejungendo plitat' materiaq; in eodem content̄ minus ſufficien' in lege exiſtunt ad ipm̄ Gilbertū ab accōne ſua pꝛed' inde ꝟſus pꝛed' Barthm̄ habend' pꝛecludend ad quam quidem rejunctionem ipſe Idem Gilbertus neceſſe non habet nec per legem terre tenetur aliquo modo reſpondere. Et hoc ipſe idem Gilbertus parat̄ eſt ꝟificare unde ꝓ defectu ſufficien̄ rejunctionis pꝛed' Barthi in hac parte pet̄ Judicm̄ & dampna ſua occōne pꝛemiſſoꝝ ſibi adjudicari &c. Ac ꝓ cauſis moꝛacōnis in lege ſuꝑ rejuncōnem iſtam idem Gilbertus ſecundū foꝛmā Statuti in humoi caſu edit̄ & ꝓviſ̄ oſtendit & Cur' hic demonſtrat has cauſas ſubſequen̄ videlt quod pꝛed' Barthus traꝟſat̄ materiam mīe traverſabilem & qd' inducc̄o ad traꝟſiam eſt om̄io inſufficien̄ ac etiam rejunctio pꝛed' om̄io incerta eſt Et foꝛma &c.

Et pꝛed' Barthus̄ ex quo ipſe ſufficien̄ materiam in lege ad pꝛed' Gilbertum ab accōne ſua pꝛed' ꝟſus ipm̄ Barthm̄ habend' pꝛecludend' ſuꝑius rejungendo allegavit quam ipſe parat̄ eſt ꝟificare quam quidem materiam pꝛed' Gilbertus non dedic' nec ad eam aliqualit̄ reſpondeet ſed ꝟificacōnem ill' admittere om̄io recuſat ut pꝛius pet' Judicm̄ & q̄d pꝛed' Gilbertus ab accōne ſua pꝛed' inde ꝟſus ipm̄ Barthum habend' pꝛecludatur &c.

Et quia Juſtic' hic ſe adviſare volunt de & ſup pꝛemiſſis pꝛed' unde ijdem Gilbertus & Bartholomeus poſuer' ſe in Judicm̄ Cur' pꝛiuſqm̄ Judicm̄ inde reddant dies dat' eſt partibꝫ pꝛed' hic uſqꝫ a die Paſch in quindecim dies de audiendo inde Judicio ſuo eo qd' ijdem hic inde nondum &c.

JUdgment fuit done pur le Def. ſolement pur ceo que le Pl. ad conclude ſon Replicat' ad patriam lou duiſſoit aver conclude ove un *Hoc parat' eſt verificare*; car per Cur', quand le Pl. eſt conſtraine (come icy) a monſtrer auter Original que ceo que per general intendment eſt le vray brief en le Caſe la, il ne poit toller le liberty a le Def. a doner un reſpons al ceo. Et que ceo Caſe differt de le com̄on Caſe de *plene adminiſtravit*, lou le Pl. reply que le Def. avoit aſſets *tempore impetracon' Brevis Original' ipſius quer'*. Car en ceſt Caſe ceo eſt intend le voier Original en le Caſe.

Nota, Nul exception fuit pris que deux diſtinct matters, *viz*. le abuſe de Cheval ſur le loane, & le trover del Chevals fueront compris en un meſme Action. Mes *vide* pur ceo 1 *Sid*. 244, 245. 2 *Vent*. 223. *Co*. 8. 47. *b*. *Allen* 9. *F. N. B.* 88. *a*. 88. *b*. *Cro. Car.* 20. 3 *Keb*. 59.

Haſſard v. *Cantrell.*

Tempeſt. Hill. 6 W. 3. Regis. Rot. 1084.

Action ſur le Caſe pur diſturbance de Common. Narr' que Eliz. Barns et Dor' Paſton en lour proper droits, & Eraſmus Philips Bar' & C. ſa feme en droit de C. & Tho. Milward & Anne ſa feme en droit de Anne fueront ſeiſie en fee d'un Meſſuag' &c. en Hartſhorne.

Derb' ſſ. JOhes Cantrell nup de Hartſhoꝛne in Com̄ pꝛed' Gen & Willus Wilne nup de Hartſhoꝛne pꝛed' in Com̄ pꝛed' Labourer attach fuer' ad reſpondend' Joh̄i Haſſard de plito tranſgr' ſup caſum &c. Et unde idem Johes Haſſard ꝑ Willm̄ Hawkins Attoꝛn̄ ſuū querit' qd' cū Elizabetha Barnes vid' & Doꝛothea Paſton vid' in juribꝫ ſuis ꝓpr' & Eraſmus Philips Bar' & Catherina uxoꝛ ejus in jure ipſius Catherine & Thomas Millward Ar' & Anna uxoꝛ ejus in jure ipſius Anne fuer' & adhuc exiſtunt ſeiſ' de & in uno Meſſuagio quinqꝫ acr' terre decem acr' pꝛati & decem acr' paſtur' cum p̄tin̄ in Hartſhoꝛne pꝛed' in dn̄ico ſuo ut de feodo Cumqꝫ etiam ijdem Eraſmus & Catherina in jure ipſius Catherine & Thomas & Anna in jure ipſius Anne & Elizabetha & Doꝛothea & om̄es ill' quoꝝ ſtatum ijdem Eraſmus & Catherina in jure ipſius Catherine & Tho-

Preſcript' en eux touts d'aver Common de Paſture, &c. en Hartſhorne-Common.

Ils touts preter Anne le feme de Milward demiſe le Meſſ. &c. al Pl. & al volunt.

1 Tort que les Defts. met deins le dit Common 16 Chivals, &c.

2 Tort pur erection de Garren, &c.

Thomas & Anna in jure ipſius Anne & pꝛed' Elizabetha & Dorothea modo habent de & in teñtis p̄d cum ꝑtiñ habuer' & a tempoꝛe cujus contrar' memoꝛia homin' non exiſtit habere conſuever' ꝓ ſeipſis firmar' & tenentib; ſuis Meſſuag' & Teñtoꝝ p̄d cũ ꝑtin' cõiam paſtur' ꝓ omnib; averijs ſuis cõicalib; in & ſuper eundem Meſſuag' quinq; acr' terre decem acr' pꝛati & decem acr' paſtur' cũ ꝑtiñ levan' & cuban' annuatim & quolibet año omni tempoꝛe anni in & ſuꝑ centũ acr' terre in Hartſhoꝛne p̄d cõit' vocat' Hartſhorne-Common tanq̄m eiſdem Meſſuag' quinq; acr' terre decem acr' pꝛati & decem acr' paſtur' cũ ꝑtin' ſpectan' & ꝑtinen' p̄dcq; Elizabetha Doꝛothea Eraſm⁹ & Catherina Thomas & Anna ſic de p̄d Meſſuag' quinq; acr' terre decem acr' pꝛati & decem acr' paſtur' cum ꝑtin' in foꝛma p̄d ſeiſit' exiſten' ijdem Elizabetha Doꝛothea Eraſm⁹ & Thomas viceſimo ſexto die Martij anno regni Dn̄i Willielmi tertij nunc Regis & Dn̄e Marie nuꝑ Regine &c. ſexto apud Hartſhoꝛne p̄d demiſer' p̄d Johanni Haſſard p̄d Meſſuag' quinq; acr' terre decem acr' pꝛati & decem acr' paſtur' cũ ꝑtin' hend̄ & tenend̄ p̄d Meſſ. quinq; acr' terre decem acr' pꝛati & decem acr' paſtur' cũ ꝑtin p̄d Johi Haſſard abinde quã diu ambab; partib; placeret virtute cujus dimiſſion' Idm Johes Haſſard in p̄d Meſſuag' quinq; acr' terre decem acr' pꝛati & decem acr' paſtur' cũ pertin' intravit & fuit & adhuc exiſtit inde poſſeſſionat' virtute dimiſſion' ill' p̄d tamen Johannes Cantrell & Willielm⁹ Wilne p̄miſſoꝝ non ignari ſed machinan' & intenden' ipm Johem Haſſard de cõia paſtur' ſua pꝛed' in pꝛed' cent' acr' terre vocat' Hartſhorne-Common p̄d habend̄ min⁹ juſte impedire & de ꝓficuo ſuo inde totalit' depꝛivare poſtea ſcilt pꝛimo die Maij anno regni dci Dn̄i Regis nunc & nuper Dn̄e Regine Marie ſexto decem equos decem equas decem vaccas ſex boves quinq; poꝛcos & ducent' bidentes in pꝛed̄ cent' acr' terre vocat' Hartſhorne-Common apud Hartſhoꝛne pꝛed̄ poſuer' ac herbam ibm creſceñ cũ equis equabus vaccis bob; poꝛcis & bidentib; ill' depaſt' fuer' conculcaver' & conſumpſer' depaſt' conculcacoñ & conſumpcoñ ill' herbe p̄d a p̄dco pꝛimo die Maij anno ſexto ſupꝛadicto uſq; viceſimum diem Octobr' extunc ꝓx' ſequen' diverſis dieb; & vicib; continuando Et p̄d Johannes Cantrell & Willus Wilne pꝛed̄ pꝛimo die Maij anno regni dci Dn̄i Regis nunc & Dn̄e Regine Marie ſexto ſupꝛadicto quandam Warrennam ꝓ nutricone & conſervacon' cuniculoꝝ apud Hartſhoꝛne pꝛed̄ ſuꝑ pꝛed̄ loco vocat' Hartſhorne-Common fecer' ac diũſa latibul' cuniculat' videlt vigint' latibul' cuniculat' Anglice vocat' Coney-burroughs in eiſdem centũ acr' terre vocat' Hartſhorne-Common fecer' & centũ cunicul' in eadem latibula poſuer' & cunicul' pꝛed̄ in latibul' pꝛed̄ ſic põit' magnoꝑe multiplicat' & nutrit' fuer' p̄dcq;

Johes Cantrell & Will'us cunicul' p̃d' & cunicul' juvenil' ab eiſdem ꝓduct' in latibul' p̃d' ſemꝑ a p̃dc̃o pꝛimo die Maij anno regni dc̃i Dñi Regis nunc & nuper Regine Marie ſexto ſupꝛadicto uſq; p̃d' viceſimũ diem Octob̃ anno ſexto ſupꝛadicto cuſtodiver̃ manutener̃ & nutriver̃ & per totũ tempus p̃d' al' herbam in pꝛed' centum acr̃ terre vocat̃ Hartſhorne-Common creſcen̄ cũ cunicul' pꝛed ſilit' depaſt' fuer̃ conculcaver̃ & conſumpſer̃ necnon viceſimo die Septemb̃ anno ſexto ſupꝛadicto apud Hartſhoꝛne pꝛed' averia cõicat' ſcilt vigint' bidentes duas vaccas & duas juvencas ipſius Johannis Haſſard ſuper pꝛed' Meſſuag' quinq; acr̃ terre decem acr̃ pꝛati & decem acr̃ paſtur̃ cũ pertin' levan' & cuban' in & ſuper pꝛed' centũ acr̃ terre vocat̃ Hartſhorne-Common adtunc depaſcen' exiſten' utendo cõia paſtur̃ ſua pꝛed' canib; fugaver̃ & chaſiaver̃ ꝑ quod pꝛed' Johannes Haſſard cõiam ſuam paſtur̃ pꝛed' ꝓ averijs ſuis cõialib; ſuper pꝛed' Meſſuag' quinq; acr̃ terre decem acr̃ pꝛati & decem acr̃ paſtur̃ cũ pertin' levan' & cuban' in pꝛed' centũ acr̃ terre vocat̃ Hartſhorne-Common ꝑ tempus pꝛed' in tam amplo & benificial' modo & foꝛma ꝓut pꝛeantea habuit & uſus fuit per totũ temp⁹ pꝛed' habere & gaudere non potuit ad dampnũ ipſius Johis Haſſard quadꝛagint̃ lib̃ Et inde ꝓduc' ſectam &c. Cũ hoc quod idem Johes Haſſard ꝟificare vult q̃d pꝛed' Elizabetha Doꝛothea Eraſmus & Catherina uxoꝛ ejus Thomas & Anna uxoꝛ ejus adhuc ſuperſtit̃ exiſtunt & quilibet eoꝝ adhuc ſuperſtes & in plena vita exiſtit viz. apud Hartſhoꝛne pꝛed' &c.

Ils chaſer l'avers le Pl. *cum canibus.*

Et p̃d' Johes Cantrell & Willus per Thomam Piddeck Attoꝛn' ſuũ ven' & defend' vim & injur̃ qando &c. Et dicunt qd' ipſi non ſunt culpabil' de fugacon' & chaſiacon' p̃d' in narracon' p̃d' mencõnat' ꝓut p̃d' Johannes Haſſard per narracon' ſuam p̃d' ſuperius ꝟſus eos queritur Et de hoc pon' ſe ſuper pꝛiam Et p̃d' Johannes Haſſard ſilit̃ Et quoad reſid' pꝛemiſſoꝝ p̃d' per narracon' p̃d' ſuperius eis impõit̃ ijdem Johannes Cantrell & Willus dicunt q̃d p̃d' Johannes Haſſard actionem ſuam p̃d inde ꝟſus eos habere non debet quia dicunt q̃d diu ante p̃d' pꝛimũ diem Maij anno ſexto ſupꝛadicto necnon eodem tempoꝛe & abinde continue poſtea hucuſq; Idem Johes Cantrell ſeiſ̃ fuit & adhuc ſeiſ̃ exiſtit de & in Manerio de Hartſhoꝛne in Com̃ pꝛed' cũ pertin' in dñico ſuo ut de feodo de quo quidem Manerio pꝛed' centũ acr̃ terre cũ pertin' vocat̃ Hartſhorne-Common ſunt & a tempoꝛe cujus contrar' memor̃ homiñ non exiſtit fuer̃ parcell' ꝑ quod idem Johes Cantrell in jure ſuo ꝓpꝛio & p̃d' Willus ut ſervien' ipſius Johannis Cantrell ac per ejus mandat̃ pꝛedict' tempoꝛe quo &c. pꝛedict' decem equos decem equas decem vaccas ſex boves quinq; poꝛcos & ducent̃ bidentes in narracõne

Plea quant al chaſer, &c. d'avers Non cul'.

Quant al reſidue, &c. que le Def. Cantrel fuit ſeiſie en fee de Manor de Hartſhorne de que Hartſhorne Common eſt parcel per que ils met l'avers en le Declarat' en le dit Common, &c.

Que le Def. Cantrel per le temps d'ont, &c. ad un free Garren deins le dit Manor, & pur ceo ils juſtifie le feſans de les Coney-burroughs, &c.

Averment que le Pl. ad ſufficient Common, &c.

pꝛed' mencōnat̄ in pꝛed' centū acr̄ terr̄ poſuer̄ ac herbam ibm̄ creſcen' cū equis equab; vaccis bob; poꝛcis & bidentib; pꝛed' depaſt' fuer' conculcaver' & conſumpſer' depaſturacon' conculcacon' & conſumpcon' herbe pꝛed' a pꝛed' pꝛimo die Maij uſq; pꝛed' viceſimum diem Octobr' tunc ꝓx' ſequen' diꝟſis dieb; & vicib; continuando ꝓut eis bene licuit Et ijdem Joħes Cantrell & Will'us ulterius dicunt q̄d ipſe idem Joħes Cantrell & om̄es ill' quoꝝ ſtatū idem Joħes modo h̄et in Manerio p̄d cū ꝑtiñ a tempoꝛe cujus contrar̄ memoꝛia hominū non exiſtit habuer' & habere uſi fuer' & conſuever' liberā Warrennā infra Maneriū p̄d ꝑ quod idem Joħes Cantrell in jure ſuo ꝓpꝛio & p̄d Will'us ꝑ ejus p̄ceptū p̄d tempoꝛe in narracōne p̄d mencōnat̄ utendo Warrenna p̄d nutriver' & conſervaver' cuniculos p̄d in narracōne mencōnat̄ ſuꝑ p̄d locū voc' Hartſhorne-Com̄on & latibul' cunicular̄ p̄d in narracōne p̄d mencōnat̄ in eiſdem centū acr̄ terre vocat̄ Hartſhorne-Com̄on fecer̄ & cuniculos p̄d in eiſdem latibul' poſuer' & cuniculos p̄d & p̄d cuniculos juvenil' ab eiſdem ꝓductos in latibul' p̄d temꝑ a p̄d pꝛimo die Maij uſq; pꝛed viceſimū diem Octobr̄ cuſtodiver̄ manutener̄ & nutriver' & ꝑ totū temp⁹ pꝛed pꝛed al' herbam in pꝛed centū acr̄ terre vocat̄ Hartſhorne-Common creſceñ cū cunicul' pꝛed ſitit̄ depaſt' fuer' conculcaver' & conſumpſer' ꝓut eis bene licuit Que quidem nutricō & conſervacō cuniculoꝝ pꝛed ſuper pꝛed locū vocat̄ Hartſhorne-Com̄on & latibuloꝝ pꝛed confeccō & cuniculoꝝ pꝛed in eiſdem latibul' poſicō & cuniculoꝝ pꝛed & pꝛed juvenil' cuniculoꝝ ab eiſdem ꝓduct̄ in latibul' pꝛed ꝑ tempus pꝛed cuſtod manutencō & nutricō & per totum tempus pꝛed herbe pꝛed cū cuniculis pꝛed depaſturacō conculcacō & conſumpcō ſunt eedem confeccō Warrenne & latibul' pꝛed & cuniculoꝝ pꝛed in eadem poſicō & cuniculoꝝ pꝛed & cuniculoꝝ juvenil' ab eiſdem ꝓduct̄ in latibul' pꝛed' per tempus pꝛed' in narr' pꝛed' mencōnat̄ cuſtod' manutencō & nutricō & herbe pꝛed' per totū tempus pꝛed' in pꝛed' centū acr' terre vocat̄ Hartſhorne-Com̄on cū cuniculis pꝛed' depaſturacō conculcacō & conſumpcō unde pꝛed' Joħes Haſſard ſuperius ſe modo queritur Cū hoc q̄d ijdem Joħes Cantrell & Will'us ꝟificare volunt q̄d pꝛed' Joħes Haſſard pꝛed' pꝛimo die Maij & per totū tempus pꝛed' in narracōne pꝛed' mencōnat̄ habuit ſufficien' cōiam paſtur' ꝓ oib; aꝟijs ſuis cōicalib; in & ſuper pꝛed' Meſſuag' quinq; acr' terre decem acr̄ pꝛati & decem acr' paſtur' cum pertin' levan' & cuban' in pꝛed' centū acr' terre vocat̄ Hartſhorne-Common Et hoc parat̄ ſunt ꝟificare unde petunt Judicm̄ ſi pꝛed' Joħes Haſſard accōnem ſuā pꝛed' quoad reſid' pꝛemiſſoꝝ pꝛed' in narracom̄ pꝛed' mencōnat̄ ꝟſus eos habere debeat &c.

Et p̄dict̄ Johēs Haſſard quoad p̄d̄ placitū p̄d̄ Johīs Cantrell & Will'i Wilne quoad eoꝝ poſic̄on p̄d̄ decem equoꝝ decem equaꝝ decem vaccaꝝ ſex boum quinqꝫ porcoꝝ & ducent̄ bidentiū in p̄d̄ centū acr̄ terre vocat̄ Hartſhorn-Common ac depaſturac̄on̄ conculcac̄on' & conſumpc̄on' herbe p̄d̄ ibm creſcen' cum p̄d̄ equis equabꝫ vaccis bobꝫ porcis & bidentibꝫ p̄d̄ diverſis diebꝫ & vicibꝫ ꝑ temp⁹ p̄d̄ in narr̄ p̄d̄ inde ſupi⁹ ſpecificat̄ fact̄ ſuperi⁹ in barram placitat̄ dic̄ q̄d ipſe idem Johēs Haſſard ꝑ aliqua p̄allegat' ab acc̄one ſua p̄d̄ inde v̄ſus eos habend̄ p̄cludi non debet quia ꝓteſtando q̄d p̄d̄ Johēs Cantrell non eſt nec p̄d̄ tempore quo &c. fuit ſeiſit' de Manerio de Hartſhorne p̄d̄ cum ꝑtiñ in dominico ſuo ut de feodo q̄dqꝫ p̄d̄ centū acr̄ rerre vocat̄ Hartſhorne-Common non ſunt nec a tempore cujus contrar' memoria hominū non exiſtit fuer' parcell' de Manerio p̄d̄ ꝓut p̄d̄ Johēs Cantrell & Will'us ꝑ placitū ſuū p̄d̄ ſuperius ſuppon' ꝓ placito idem Johēs Haſſard dic̄ q̄d ipſe idem Johēs Haſſard ea ratione in narr̄ ſua p̄d̄ ſuperius menc̄onat̄ cōiam paſtur̄ ꝓ omnibꝫ averijs ſuis cōicalibꝫ ſuper p̄d̄ unū Meſſuagiū quinqꝫ acr̄ terre decem acr̄ prati & decem acr̄ paſtur̄ ſuas p̄d' cum ꝑtin levan̄ & cuban̄ in p̄d̄ centū acr̄ terre vocat' Hartſhorne-Common in forma p̄d̄ habere debuit Quodqꝫ p̄d̄ Johēs Cantrel & Willus Wilne machinan̄ & intenden̄ ipm̄ Johēm Haſſard de cōia ſua p̄d̄ ſic ut p̄fertur impedire & inde deprivare de injur̄ ſua ꝓpria equos equas vaccas boves porcos & bidentes p̄d̄ in p̄d̄ centū acr̄ terre vocat̄ Hartſhorne-Common poſuer̄ ac herbam ibm creſcen̄ cum equis equabꝫ vaccis bobꝫ porcis & bidentibꝫ ill' depaſt' fuer̄ conculcaver̄ & conſumpſer̄ depaſt' conculcac̄on̄ & conſumpc̄on̄ herbe p̄d̄ ꝑ tempus p̄d̄ inde ſuperius menc̄onat̄ div̄ſis diebꝫ & vicibꝫ continuando ꝑ quod idem Johēs Haſſard cōiam paſtur̄ ſuam p̄d̄ ibm in tam amplis & beneficial' modo & forma ut p̄fertur habere non potuit modo & forma ꝓut ipſe idem Johēs Haſſard ſuperius v̄ſus eos inde queritur Abſqꝫ hoc quod ipſe idem Johēs Haſſard habuit ſufficien' cōiam paſture ꝓ av̄ijs ſuis cōicalibꝫ in & ſuper p̄d̄ Meſſuag' quinqꝫ acr̄ terre decem acr̄ prati & decem acr̄ paſture cum ꝑtin' levan' & cuban' in p̄d̄ centū acr̄ terre vocat̄ Hartſhorne-Common modo & forma ꝓut p̄d̄ Johēs Cantrell & Willus Wilne ſuperius inde placitando allegaver' Et hoc idem Johēs Haſſard parat̄ eſt v̄ificare unde ex quo p̄d̄ Johēs Cantrell & Willus Wilne p̄d̄ poſic̄on' equoꝝ equaꝝ vaccaꝝ boum porcoꝝ & bidentium in p̄d̄ centū acr̄ terre vocat̄ Hartſhorne-Common ac depaſturac̄on' conculcac̄on' & conſumpc̄on' herbe p̄d̄ ibm creſcen' cum eiſdem av̄ijs div̄ſis diebꝫ & vicibꝫ p̄d̄ in forma p̄d̄ ſuperius cogn' Idem Johēs Haſſard pet' Judicm̄ & dampna ſua occ̄one premiſſ̄ in ea parte ſibi adjudicari

Quant al le metter de les avers en le Common apres ſeveral proteſtations il averre arrere ſon count.

Et donque travers le ſufficiency del Common.

dicari &c. Et quoad p̄d ꝑlitũ p̄d Johis Cantrell & Willi' Wilne quoad confeccõn' warrenne & nutricõn' & conſervacõn' cuniculoꝝ p̄d ſuper p̄d locum vocat' Hartſhorne-Common & latibuloꝝ p̄d confeccõn' ac cuniculoꝝ p̄d in eiſdem latibul' poſicõn' necnon cunicul' ill' & p̄d cunicul' juvenil' ab eiſdem ꝓduct' in latibul' p̄d cuſtod' manutencõn' & nutricõn' per tempus p̄d in narracõn' p̄d inde ſuperius ſpecificat' ac depaſturacõn' conculcacõn' & conſumpcõn' p̄d al' herbe in p̄d centũ acr' terre vocat' Hartſhorne-Common cum cuniculis p̄d per tempus p̄d in narratione p̄d inde ſuperius ſpecificat' fact' ſuperius in barram ꝑlitat' dic' q̄d ipſe idem Johes Haſſard ꝑ aliqua p̄allegat' ab accõne ſua p̄d inde verſus eos habend̄ p̄cludi non debet quia pꝛoteſtando quod ipſe idem Johes Haſſard non habuit ſufficien' cõiam paſtur' ꝓ av̄ijs ſuis cõicalib⁹ in & ſuꝑ p̄d Meſſuag' quinq; acr' terre decem acr' pꝛati & decem acr' paſture cum pertin' levan' & cuban' in pꝛed' centũ acr' terre vocat' Hartſhorne-Common ꝓut pꝛed' Johes Cantrell & Willus Wilne per placitum ſuũ pꝛed' ſuperius inde ſuppon' ꝓ placito tamen idem Johes Haſſard dic' q̄d pꝛed' Johes Cantrell & Willus Wilne pꝛed' pꝛimo die Maij anno ſexto ſupꝛadicto de injur' ſua ꝓpꝛia quandam Warrennam ꝓ nutricõn' & conſervacõn' cuniculoꝝ apud Hartſhoꝛne p̄d' ſuper p̄d' locũ vocat' Hartſhorne-Common fecer' & div̄ſa latibula cuniculoꝛ' p̄d' in eiſdem centũ acr' terre vocat' Hartſhorne-Common fecer' & p̄d' centũ cuniculos in eadem latibul' poſuer' & cuniculos p̄d' in latibul' pꝛed' ſic ponit' magnopere multiplicat' & nutrit' fuer' p̄dciq; Johes Cantrell & Willus Wilne cuniculos p̄d' & cuniculos juvenil' ab eiſdem pꝛoduct' in latibul' pꝛed' per tempus p̄d' inde ſuperius mentionat' cuſtodiver' manutenuer' & nutriver' ac per totum tempus ill' pꝛed' al' herbam in pꝛed' centum acr' terre vocat' Hartſhorne-Common tunc creſcen' cũ cunicul' pꝛed' depaſt' fuer' conculcaver' & conſumpſer' ꝑ quod idem Johes Haſſard cõiam paſtur' ſue pꝛed' in tam amplis & beneficial' modo & foꝛma ut p̄fert' habere non potuit modo & foꝛma pꝛout ipſe idem Johes Haſſard ſuperius verſus eos inde querit' Abſq; hoc q̄d p̄d' Johes Cantrell & omnes ill' quoꝝ ſtatũ idem Johes Cantrell modo habet in p̄d' Manerio de Hartſhorne pꝛed' cum pertiñ a tempoꝛe cujus contrarij memoꝛia hominũ non exiſtit habuer' & habere uſi fuer' & conſuever' libam warrennã infra Maneriũ pꝛed' modo & foꝛma pꝛout p̄ꝛed' Johes Cantrell & Willus Wilne ſuperius inde placitando allegaver'. Et hoc idem Johes Haſſard ſimilit' parat' eſt v̄ificare unde ex quo pꝛed' Johes Cantrell & Willus pꝛed' confeccon' warrenne pꝛed' pꝛo nutricon' & conſervacon' cuniculoꝝ pꝛed' ſuper pꝛed' locum vocat' Hartsborne-Common & latibul' p̄d' confeccon' ac cuniculoꝝ

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pꝛed'

Quant al confection de Garren &c. apres proteſtat' que il n'ad ſufficient Common.

Le Plaintiff averre arrere ſon count quant al ceo.

Et donque travers le preſcription pur le Garren.

pred' in eiſdem latibul' poſicon' necnon cunicul' ill' & pred' cunicul' juvenil' ab eiſdem ꝓduct' in latibul' pred' cuſtod' manutencon̄ & nutricon' per tempus pred' in narracon' pred' inde ſuperius ſpecificat' ac depaſturacon' conculcacon' & conſumpcon' pred' al' herbe in pred' centū acr' terre vocat' Hartshorne-Common cum cunicul' pred' per tempus pred' in narr' pred inde ſuperius ſpecificat' in forma p̄d' ſuperius cogn' Idem Joh̄es Haſſard pet' Judicm̄ & dampna ſua occon̄e ꝑmiſſ in ea parte ſibi adjudicari &c. Demurrer General & Joinder en Demurrer.

QUant al mitter eins de les avers en le Common, except' fuit pris al barre que ne appiert per ceo, que les avers queux fueront mis en le common fueront les proper avers del Defendant Cantrell. Le Declarat' ne alledge aſcun tiel choſe & come il ad poſſeſſion d' avers *non ſequiter* que ſil ad le property. Si home port *Tranſ. quare Equam a perſona ſua cepit* ſans diſant ſuam eſt mal, *Pural* & *Bradley*'s Caſe, *Tel.* 36. adjudge, & 2. *Brooks*'s Caſe. 1 *Sid.* 184. eſt reſolve d'eſtre mal ſur Demurrer, *vide* ore pur ceo. 2 *Levinz.* 20. *Dunwell* & *Ux. verſ. Marſhall.* Et le Seignior ne poit metter eins les avers d'eſtranger. *Rolls Tit. Common*, 396. *Lett. A. Nu.* 3, & 4.

Mes al ceo le Court ne done aſcun particular reſpons.

Et quant al objection que fuit fait per le Counſel de le Defendent que le ſufficiency del Common ne fuit traverſable.

Al ceo fuit reſpond per le Counſel del Plaintiff, que ceo fuit bien traverſable, pur ceo que ceo eſt le means per que poiet appeare ou le Defendant ad ſurcharge le Common, ou nemy & ſi il ad, que Action ſur le Caſe voit giſer pur le Plaintiff, & iſſint ſont pluſors livers, & iſſint fuit le Opinion del Court. Mes donc le Counſel del Defendant object, que ceo ne poiet eſtre come ceſt Caſe eſt car le Pl. per ſon declarat' n'ad charge le Defendant Cantrell le Seigneur del Manor, ove aſcun ſurcharger del Common mes ſolement ad dit que per ceo means il ne puit aver ſon Common en cy beneficial manner come devant, que poiet eſtre voier coment le Common ne fuit overcharge; & de cet Opinion fuit le Court.

Mes donques fuit ouſter object per le Counſel del Plaintiff, que le Seigneur del Soil ne poiet faire Conyboroughs, & mitter eins cunicles en le Common, & pur ceo il cite *Griſet* & *Leig*'s Caſe. 1 *Jones* 12. & *Griſel* & *Hoddiſern*'s Caſe. *Tel.* 143. que ſont Caſes en point.

Mes le Court fuit de Opinion que le Seigneur de Soil poit mitter en le Common, Beaſts de Warren, ſi bien come auters avers accord al *Hudeſden* & *Griſſel*'s Caſe, 2 *Cro.* 195.

Mes donques fuit object per le Counſel del Plaintiff, que le Defendants ne ount rely ſur un juſtific' per reaſon de droit del Defendant Cantrell come Seigneur de Soil mes ad fit ceo ſolement un inducement al preſcription pur le Garren, & pur ceo il ne aiant rely ſur le primer choſe ils per ceo ount done advantage al Pl. a traverſer le preſcription al Garren; & pur ceo il cite *Cro. Car.* 173. le Count de *Pembroke*'s Caſe, & *Dier* 365. Sir *Fra. Leke*'s Caſe. Et de cet Opinion fuit tout le Court. Et Judgment done accordant. *Vide* ore pur cet darrein point, 4 *Ven. c.* 271, & 272.

Un Exception fuit pris al Declaration, que le demiſe al Plaintiff eſt alledge d'eſtre 26 Martij, & le tort al Plaintiff eſt ſuppoſe d'eſtre 1 *Maij* enſuant & n'eſt alledge que le Plaintiff enter devant le primer jour de May. Mes al ceo fuit reſpond per le Court que il ſeroit intend que il enter immediatement apres le feſans de le ceſt Leaſe. Judgment pro Plaintiff. *Wright* Serjant le Roy Accounſel ove le Defendant, & *Lutwyche* ove le Plaintiff.

Stanton v. *James.*

Action ſur le Caſe pur eſcape d'un priſe ſur Capias Utlagat' devant Judgment.

Cooke. Paſch. 3 Jac. 2. Regis. Rot. 361.

Narr'. Que Tho. Nightingale Bar' & Chriſtofer Turner 9 Oct. 32 Car. 2. fueront oblige a lui en un Obl' de 200 *l.* conjunctim & diviſim.

London' ſſ. Cane James nuꝑ de Paroch Scī Egidij in Campis in Com̄ Midd' Bar' nuper Vic' Com̄ Eſſex p̄d' attach fuit ad reſpondend' Stepho Stanton Gen' qui tam ꝑ Dño Rege quam pꝛo ſeipſo ſequitur de placito tranſgr' ſuper caſum &c. Et unde idem Stephus qui tam &c. ꝑ Johem Wade Attoꝛn' ſuum queritur quare cum quidam Thomas Nightingale Bar' & Chꝛiſtopherus Turner Gen' nono die Octobꝛis anno regni Dnī Caroli ſecundi nuper Regis Anglie &c. triceſimo ſecundo apud London' in Paroch Beate Marie de Arcub9 in Warda de Cheape ꝑ quoddam ſcriptū ſuū obligatoꝛiū ſigillis eoꝛundem Thome & Chꝛiſtopheri ſigillat' deveniſſent conjunctim & diviſim obligat' eidem Stepho Stanton in penal' ſumma ducentaꝝ libꝛaꝝ cum conditione adinde ſubſcriptā quod

ſi pred' Thomas Nightingale & Chriſtophus Turner aut uterq; eor Heredes Executor vel Adminiſtrator eor aut alterius eorum bene & fidelit' ſolvent aut ſolvi cauſarent eidem Stepho Stanton Executor Adminiſtrator vel Aſſign ſuis plenam ſummam centu & triu librar bone & legalis monete Anglie ſup duodecimu diem Aprilis ꝓx' ſequen dat' ſcripti pd̄ ad vel in tunc domo manc̄onali Walteri Smith ſituat' ſuper Ludgate-Hill London tunc ſcriptu obligatoriu pd̄ foret vacuū aliter remanere in plena vi & virtute Cumq; pd' centū libr' non ſolut' fuer' p pd̄ Thomam Nightingale & Chriſtopher Turner ſeu alterū eor ſuper pd̄ duodecimum diem Aprilis in conditione pd̄ ſuperius ſpec' ſecundum formam & effectum conditionis pdc̄ ſeu ad aliquod tempus poſtea p quod pred ducent' libre eidem Stepho forisfact' deveniſſent ſecdm formam & effectū ſcripti obligatorij pred Cumq; idem Stephus poſtea ſcilt Termino Scī Michaelis Anno regni Dnī Caroli ſecdī nup Regis Anglie triceſimo quinto implacitaſſet prefat' Thomam in Cur' dcī Dnī nuper Regis de Banco coram Juſtic' dcī Dnī nup Regis hic ſcilt apud Weſtm in Com Midd de placito q̄d redderet eidem Stepho predict' ducentas libras quas ei tunc debuit & injuſte detinuit ut dixit Et pred' Thomas ꝓ eo q̄d ipſe non ven in eadem Cur' coram Juſticiarijs dcī Dnī nuper Regis hic eidem Stepho reſponſur' ſecdm legem & conſuetudinem hujus Regni Anglie in exigend pōit' fuiſſet in London ad utlegand' Et poſtea ſcilt die Lune ꝓx' ante Feſtū Scī Marci Evangeliſti anno regni dcī Dnī Caroli ſecdī nuper Regis Anglie &c. triceſimo ſexto utlegat' fuiſſet in pſito pred'. Cumq; etiam poſtea ſcilt duodecimo die Februarij anno regni Dnī Regis nunc Anglie &c. ſecundo idem Stephus ꝓ citiori recuperac̄one debiti predcī impetraſſet & ꝓſecut' fuiſſet extra predcm Cur' dcī Dnī Regis nunc quoddam bre dcī Dnī Regis nunc de capias utlegat' vs prefat' Thomam tunc Vic' Com̄ Eſſex direct' per quod quidem bre idem Dn̄us Rex prefat' tunc Vic' Eſſex precepit q̄d non omitteret ꝓpter aliquam libertatem Com̄ ſui quin caperet prefat' Thomam utlegat' in London pred' die Lune ꝓx' ante Feſtū Scī Marci Evangeliſti anno regni Dnī Caroli ſecundi nuper Regis Anglie triceſimo ſexto ad ſect' pred' Stephi de placito debiti ſi &c. Et eū ſalvo &c. Ita q̄d haberet corpus ejus hic a die Paſch in quindecim dies tunc ꝓx' ſequen' ad faciend' & recipiend' quod Cur' dcī Dnī Regis nunc de eo conſ in ea parte Et q̄d heret ibi bre illud Quod quidem bre idem Stephus qui tam &c. poſtea & ante retorn̄ ejuſdem ſcilt duodecimo die Aprilis anno ſecundo ſupradicto apud Chelmsford in Com Eſſex pred' prefat'

Cane

Ove condit' ſubſcribe d'eſtre void ſur payment de 103 l. 12 April proch' al meſe de Walt' Smith ſur Ludgate-hill London.

Que le 103 l. ne fuit pay al le jour, ou unques apres.

Que il (le Pl.) en Mich. Term 35 Car. 2. ad implede le dit Sir Thomas pur le dit Debt en le Court de C. B.

Sir Thomas met al Exigent.

Et que il fuit Utlage die Lune proch' ante Feſt' S. Martini Evangeliſti 36 Car. 2.

Que apres viz. 12 Feb. 2 Jac. 2. il ad proſecute un Ca. Utlag.

Ret' quind' Paſch'.

Le Brief deliver al Def. donc Vic' Eſſex 12 April 2 Jac. 2.

Que le Def. arreſt le dit Sir Thomas meſme le jour, &c.

Eſcape 20 April 2 Car. 2. al London.

Cane James tunc Vic' pꝛed' Com̄ Eſſex exiſtend deliberavit in foꝛma juris exequend' Ac pꝛed' Cane James poſtea ſcilt eodm̄ duodecimo die Apꝛilis anno ſecundo ſupꝛadicto (Vic' Com̄ Eſſex pꝛed̄ adtunc exiſten̄) pꝛefat Thomam Nightingale apud Chelmſfoꝛd pꝛed' in Com̄ Eſſex pꝛed' invent virtute bꝛis̄ pꝛed' eidem Cane James tunc Vic' Com̄ Eſſex pꝛed' ut pꝛefertur direct' cepit Et ipm̄ Thomam in cuſtod' ſua adtunc & ibm̄ habuit pꝛed' tamen Cane James Vic' pꝛed' Com̄ Eſſex tunc exiſten' Officm̄ ſuū Vic' mid curans ſed machinans non ſolū dcm̄ Dn̄m Regem de eo qd' ad ipm̄ pertinet racone utlagarie pꝛed' decipere & defraudare verum etiam ipm̄ Steph qui tam &c. in ꝓſecucone ſecte pꝛed' magnopere retardare pꝛed' Thomam ſic ut pꝛemittitur utlagat ac in cuſtod' ſua in foꝛma pꝛed' detent exiſten̄ (eodem Dn̄o Regi nunc de eo qd' ad ipm̄ pertinet ac eodem Stepho de debo ſuo pꝛed' mid ſatisfact vel per Judicm̄ Cur' pꝛed' inde pꝛecluſ) poſtea ſcilt viceſimo die Apꝛilis anno ſecundo ſupꝛadicto ſine pꝛecepto dci Dni Regis & ſine licencia & voluntat ipſius Steph apud London pꝛed' in parochia beate Marie de Arcubȝ in Warda de Cheape extra cuſtod' ipſius Cane adtunc Vic' Com̄ Eſſex pꝛed. exiſtens eſcapiare & ad largum quo voluit abire permiſit in dci Dni Regis nunc contempt & Cur' ſue pꝛed' illuſionem Ac ipſius Steph quia tam &c. dampnū non modicū & gravamen & ꝓſecucōnis ſecte ſue pꝛed' dilacōnem & retardacōnem manifeſt' Poſteaq; pꝛed' Thomas non eſt invent ſed in locis eidem Steph ignotis latit vagatur & diſcurr' Et capi ſeu arreſtari non poſſit ad dampnū ipſius Stephi treſcentaꝝ libꝛaꝝ Et inde ꝓduc' ſectam &c. Demurrer, & Joinder en Demurrer.

CEſt Record fuit lect en order d'eſtre argue, mes ne unques fuit, & come jeo fui informe compoſition fuit fait enter les parties.

Nient meins jeo ferra aſcuns Obſervations ſur ceo.

1. Que le Pl. ad recite l'Obligat', ſur que le primer Action en que Utlary fuit, & auxi le Condit' de ceo, que (come a moy ſemble) fuit fait ſans aſcun neceſſity coment que iſſint ſoit fait en un Preſident en *Brownl. Latine Redivivus* 33. Mes que ceo ne fuit de neceſſity voile appear per auters Preſidents apres icy cite, en queux eſt nul recital coment le Debt deveigne due.

2. Que le Pl. en le Caſe icy n'ad monſtre aſcun Original en le Action, en que le Utlary fuit; mes ad ſolement dit *quod cum implacitaſſet*, &c. Mes ſemble per les Preſidents enſuants, ne fuit aſcun beſoigne a monſtre Original, *viz. Hob.* 9. Lou le Declarat' com̄ence ove l'Exigent, iſſint *Brownl. Rediviv.* 218. Lou un Utlary eſt plead en barre, iſſint eſt *Lib. Placitandi* 8. Que eſt un Plea en Abatement, iſſint eſt *Formulæ bene placitandi* 19. Eſteant en Declarat' en Action pur Eſcape, iſſint eſt *Herne* 3, & 4. Eſteant un Plea en Abatement. Et la eſt un Note en le Margent de Livre que le Plea fuit trahe per Serjeant *Hutton*. Mes uncore en *Bro. Red.* 33. Et *Lib. Placitandi* p. 8. Pl. 31. le Original & tours les Proceedings ſur ceo ſont recite.

3. Jeo obſerve que le Declaration icy n'eſt conclude ove un *Prout patet per Recordum*, &c. Mes aſcuns des Preſidents ſont ore cy, *viz.* les dits Preſidents in *Br. Red.* 218. que fuit un Plea en barre per Utlary apres Judgment. Et *Lib. Placitandi* 8. Pl. 31. Lou le Original & touts les Proceſſe ſur ceo, & le Retorne de ceux, ſont recite, Et aſcuns ſont ſans ceo, *viz. Robinſon's Entries* 9. Pl. 30. *Formulæ Placitandi* 19. *Herne* 3, & 4.

En 2 *Vent.* 281. la en un Plea en Abatement eſt dit com̄e icy, *Quod quidam* A. B. *implacitavit*, &c. Et donc que le Plaintiff en *Exigend' poſit' fuit ad Utlagand'*, &c. Et la eſt un *Prout patet per Record'*.

Nota, en *Ven.* la eſt un doubt fait ſi ne duiſſoit aver eſtre allege que le Def. n'ad appear ſur le Exigent, & pur ceo adjornat' a ſearcher Preſidents devant ne fuit aſcun beſoigne de ceo.

Laughton v. *Ward*.

Winford. Trin. 7 W. 3. Rot. 1703.

Action ſur le Caſe pur diſturbance del Pl. en le uſe d'un Chimin.

Ebor' ſſ. Thomas Ward nup̱ de Tickhill in Com̄ p̄d Yeom̄ attach̄ fuit ad reſpondend̄ Will'o Laughton Gen̄ de p̄lito tranſgr' ſup̱ caſum &c. Et unde idem Willus p̱ A. B. Attorn̄ ſuū queritur quare cū decimo die Maij anno regni Dnī Will'i nunc Regis & Dnē Marie ſecunde nup̱ Regine Angl' &c. certo & diu antea & continue poſtea hucuſq; idem Willus Laughton ſeiſit fuiſſet & adhuc ſeiſit exiſtit de & in uno clauſo terre cū p̱tin' vocat Langdale jacen̄ & exiſten̄ in parochia de Tickhill p̄d ac de uno clauſo p̱rati cū p̱tin̄ vocat Goody Ing jacen̄

Le Pl. ſeiſie en fee d'un Cloſe de terre appel L. & d'un Cloſe de pree appel G.

Preſcript' pur Chimin.

Que le Def. ove ſes Carts & Carriages ad ſpoile le dit Chimin en B. lane iſſint que le Chimin fuit de nul uſe a luy.

cen̄ & exiſten̄ in parochia p̄d & contigue adjungen̄ eidem clauſo vocat̄ Langdale in dn̄ico ſuo ut de feodo Idemq̄ꝫ Will̄us Laughton & om̄es ill' quoꝝ ſtatū ipſe idem Will̄us Laughton modo h̄et & ꝑ totum tempus ill' habuit de & in ten̄tis p̄d cum ꝑtin̄ a tempoꝛe cujus contrar' memoꝛia hominū non exiſtit habuer' ac habere uſi fuer' & conſuever' quandam viam tam pedeſtrem quam equeſtrem & ꝓ carucis & carriagijs ſuis a cōi Regia via in parochia de Tickhill p̄d que quidem via Regia ducit inter villas de Tickhill p̄d & Wadwoꝛth in Com̄ p̄d in ꝑ & trans quendam locū vocat̄ Badſley-Well-lane jacen̄ infra parochiam de Tickhill p̄d & ſic uſqꝫ ad & in quendam al' locū vocat̄ Langdales-lane & abinde uſq̄ꝫ ad & in p̄d clauſū vocat̄ Langdale & ſic retroꝛſū a clauſo illo uſq̄ꝫ ad Regiam viam p̄d quolibet an̄o omni tempoꝛe an̄i ꝑ viam p̄d' in foꝛma p̄d' deſcript̄ tanquam ad ten̄ta ſua p̄d' cū ꝑtin̄ ſpectan̄ Pꝛed' tamen Thomas p̄miſſoꝝ non ignarus ſet machinan̄ & fraudulent̄ intenden̄ eundem Willielmū Laughton in hac parte minus rite ꝑgravare ac ipm̄ Willielmū Laughton de uſu vie ſue p̄d impedire & quantū in ipſo fuit depꝛivare p̄d decimo die Maij anno ſexto ſupꝛadic̄o cū carucis & carriagijs ſuis ſcilt̄ cū rotis eaꝝdem viam p̄d in p̄dc̄o loco vocat' Badſley-Well-lane in tant' ſpoliavit & dampnificavit q̄d via ill' ibm̄ nullius uſus eidem Will̄o Laughton devenit ad dampnū ipſius Will̄i Laughton viginti libꝛaꝝ Et inde ꝓduc' ſectam &c.

Le Plea. Que un W. V. fuit ſeiſie en fee d'un Cloſe en T. appel B. Cloſe.

Que le dit V. &c. de temps d'ont &c. ount un Chimin a le dit Common voy en le Count per & trans le dit lieu appel B. lane & a ceo al & in le dit Cloſe appel B. cloſe & ſic retrorſ. &c.

Et p̄d' Thomas ꝑ Robtm̄ Veſcy Attoꝛn̄ ſuū ven̄ & defend' vim & injur̄ quundo &c. Et dic' q̄d p̄d' Will̄us acc̄onem ſuam p̄d' v̄ſus eum habere non debet quia ꝓteſtando q̄d narrac̄o p̄d' & materia in eadem content̄ minus ſufficien̄ in lege exiſtunt ad acc̄onem pꝛed' Willielmi pꝛed' v̄ſus ipm̄ Thomam habend' manutenend' ꝓ placito tamen idem Thomas dic' q̄d quidam Willielmus Veſcy Gen̄ pꝛed' decimo die Maij anno ſexto ſupꝛadic̄o & diu antea & continue poſtea hucuſqꝫ ſeiſit̄ fuit & adhuc ſeiſit̄ exiſtit de & in uno Clauſo terre vocat̄ Badſley-Well-Cloſe cū ꝑtin̄ in parochia de Tickhill pꝛed' in dn̄ico ſuo ut de feodo Vndqꝫ idm̄ Willielmus Veſcy & om̄es ill' quoꝝ ſtatū ipſe habet & ꝑ temp⁹ illud habuit de & in Clauſo ſuo pꝛedc̄o cū ꝑtin̄ a tempoꝛe cujus contrar' memoꝛia hominū non exiſtit uſi fuer̄ & habuer̄ ac uti & habere conſuever̄ quandam viam tam equeſtrem quam pedeſtrem & ꝓ carucis & carriagijs ſuis a pꝛed' coī Regia via in Tickhill pꝛed' in Narrac̄one pꝛed' ſuperius ſpecificat̄ in ꝑ & trans pꝛed' locū vocat' Badſley-Well-lane & abinde uſq̄ꝫ ad & in pꝛed' Clauſum ipſius Willielmi Veſcy vocat̄ Badſley-Well-Cloſe & ſic retroꝛſum ab eodem Clauſo vocat̄ Badſley-Well-Cloſe per eandem viam uſq̄ꝫ cōem Regiam viam pꝛed' in Tickhill pꝛed' quolibet anno omni tempoꝛe anni ad libitum ſuum ꝑ quod idem Thomas ut ſervien' p̃fat' Willi Veſcy & per ejus pꝛeceptum pꝛed' decimo die Maij anno ſexto ſupꝛadicto cum carucis & carriagijs ipſius Willi Veſcy a cõi regia via pꝛed' in per & trans pꝛedcm locum vocat' Badſley-Well-lane & abinde uſq; ad & in pꝛed' clauſum vocat' Badſley-Well-cloſe & ſic retroꝛſum ivit redivit & tranſivit per viam pꝛed' in foꝛma pꝛedca deſcript' utendo via illa ꝓut ei bene licuit Et ſic eundo redeundo & tranſeundo in per & trans eandem viam idem Thomas ſolum vie illius in pꝛed' loco vocat' Badſley-Well-lane cum rotis carucaꝝ & carriagioꝛum illoꝛum paululum ſubv̕tit dampnum tam modicum quam potuit in via ill' faciend' Que ſunt eedem ſpoliac̄o & dampnificac̄o pꝛed' vie in pꝛed' loco vocat' Badſley-Well-lane unde pꝛed' Willus Laughton ſuperius ſe modo queritur Et hoc parat' eſt verificare unde pet' Judicium ſi pꝛedict' Willus Laughton accon' ſuam pꝛedcam v̕ſus ipſum Thomam habere debeat &c.

Et iſſint juſtifie come ſervant de Veſcy & ove les carts del dit Veſcy.

Et p̃dcus Willus Laughton dic' q̃d ipſe per aliqua p̃allegat' ab accon' ſua p̃d inde v̕ſus eundem Thomam habend' pꝛecludi non debet Quia dic' qd bene & verũ eſt qd p̃d Willus Veſcy Gen' p̃d decimo die Maij ãno ſexto ſup̃dict' & diu antea & continue poſtea hucuſq; ſeiſit' fuit & adhuc ſeiſit' exiſtit de & in p̃d clauſo terre voc' Badſley-well-cloſe cum ꝑtin' in Paroch de Tickhill p̃d in dñico ſuo ut de feodo Quodq; idem Willus Veſcy & omnes ill' quoꝛum ſtatum ipſe habet & ꝑ tempus ill' habuit de & in clauſo ſuo pꝛed' cum ꝑtin' a tempoꝛe cujus contrar' memoꝛia hominu non exiſtit uſi fuer' & habuer' ac uti & habere conſuever' quandam viam tam equeſtrem quam pedeſtrem & ꝓ carucis & carriagijs ſuis a pꝛed cõi Regia via in Tickhill pꝛed in narrac̄on' ſuperius ſpecificat' in per & trans pꝛed locum vocat' Badſley-Well-lane & abinde uſq; ad & in pꝛedcm clauſum ipſius Willi Veſcy vocat' Badſley-Well-cloſe & ſic retroꝛſum ab eodem clauſo vocat' Badſley-Well-cloſe ꝑ eandem viam uſq; cõem Regiam viam pꝛed in Tickhill pꝛed quolibet anno omni tempoꝛe anni ad libitu ſuu ꝓut pꝛed Thomas ſuperius inde placitando allegavit ſed idem Willus Laughton ulterius dic' q̃d pꝛed' Thomas in utendo via pꝛed' cum carucis & carriag' ſuis pꝛed' a cõi Regia via pꝛed' in ꝑ & trans pꝛed' locu vocat' Badſley-Well-lane & abinde uſq; ad & in pꝛed' clauſum vocat' Badſley-Well-cloſe Et ultra pꝛed' Clauſum vocat' Badſley-Well-cloſe in quoddam al' clauſum ipſius Willi Veſcey ibm vocat' Warton-langdalls & ſic retroꝛſum a pꝛed' clauſo vocat' Warton-langdalls uſq; ad pꝛed' clauſum vocat' Badſley-Well-cloſe pꝛed' & ſic uſq; ad regiam viam pꝛed' ꝑ viam pꝛed' in foꝛma pꝛed' deſcript minus juſte & contra foꝛmam pꝛeſcripcon' pꝛed' ivit redivit & itineravit & in

Replication.

Per que eſt confeſs que Veſcy ad tiel chimin.

Mes ouſter le Pl. dit que le Def. irroit ouſter le dit Cloſe de Veſcy appel' Badſley well Cloſe, ad & in auter Cloſe appel' Warton-Langdalls.

eundo ad pꝛed' clauſum vocat' Warton-langdalls & abinde redeundo cum carucis & carriag' ſuis pꝛed' in foꝛma & per viam pꝛed' ſcil't cum rotis carucarū & carriagioꝛū pꝛed' viam pꝛed' in pꝛed̄ loco vocat' Badſley-Well-lane in tant' ſpoliavit & dampnificavit q̄d via ill' ibm nullius uſus eidem Will'o Langhton devenit ꝑut idem Will'us Langhton ſuperius inde ꝟſus eum narravit Et hoc pat' eſt ꝟificare unde pet' Judic' & dampn' ſua occ̄one pꝛemiſſoꝛū ſibi adjudicari &c.

Rejoinder. En que nul novel matter eſt alledge mes le Defendant ſolement rely ſur tout le matter avant dit.

Et pꝛed' Thomas ex quo pꝛedc̄us Will'us Laughton ſuperius cogn' q̄d pꝛedc̄us Will'us Veſcy & omnes illi quoꝛū ſtatū ipſe habet & ut pꝛefert' habuit de & in clauſo ſuo pꝛedc̄o vocat' Badſley-Well-cloſe cum pertin' a tempoꝛe cujus contrar' memoꝛia hominū non exiſtit uſi fuer' & habuer' ac uti & habere conſuever' viam pꝛedcam̄ ducen' inter cōiem regiam viam pꝛedcm̄ & clauſum illud per & trans pꝛedcm̄ locū vocat' Badſley-Well-lane quolibet anno omni tempoꝛe anni ad libitū ſuū ꝑut idem Thomas ſuperius allegavit ſicq; via pꝛedc̄a ꝑ & trans pꝛedcm̄ locum vocat' Badſley-Well-lane non ꝑtinet ad pꝛedcā tentā pꝛed' Willī Laughton tantum ꝑut ipſe ſuꝑius ſuppon' Et ex quo bene licuit & licitum eſt eidem Willō Veſcy exiſten' in eodem clauſo ſuo vocat' Badſley-Well-cloſe exinde in pꝛedcm̄ aliud clauſum ſuum vocat' Warton-langdalls & retroꝛſum exinde in pꝛedcm̄ clauſum vocat' Badſley-Well-cloſe ire & redire ad libitum ſuum & hoc ſine quocunq; dampno alicui perinde fiend' ut pꝛius petit Judic' &c. Demurrer & Joinder en Demurrer.

RESolve per *tot' Cur.* que le Defendant ayant fait ſon ꝑſcription pur un chimin forſq; al *Badſley-Well-Cloſe*, ne poiet juſtifie a vaer ouſter en le auter Cloſe de *Will. Veſcy*, appel' *Warton Langdall*; accordant al 1 *Rolls Abr.* 391. *Letter R. Nu.* 2 & 3. *Saunders* & *Moſes* Caſe, & 1 *Mod. Rep.* 190. *Howel* & *King*'s Caſe. *Lutwyche* fuit Accounſel ove le Plaintiff.

Nota, Le Declaration eſt que le Defendant ad ſpoile le voy cum *Carucis & Carriag' ſuis.* Et le Defendant juſtifie ove les Carts & Carriag' de *Will. Veſcy*. Quere de le Conſequence de ceo, car il ſemble d'eſtre material come ceſt Caſe eſt.

Nul Judgment en ceo Caſe eſt enter ſur le Roll. Mes eſt certain que le Opinion de Court fuit come devant, & que Judgment fuit pronounce accordant.

Reynolds v. *Hewett.*

Tempeſt. Mich. 12 Will. 3. Regis. Rot. 594.

Cantabr' ſſ. Tyrrell Hewitt nup̱ de Scotter in Com̄ Lincoln̄ Cl'icus nup̱ Rector Eccl'ie Parochialis de Conington in Com̄ Cantabr' p̄d attach fuit ad reſpondend̄ Ric' Reynolds Cl'erico modo Rectori Eccl'ie illi⁹ de pl'ito tranſgr' ſup̱ Caſum &c. Et unde idem Ric'us p̱ Johem Jeffery Attorn̄ ſuū queritur quod cum omnes & ſinguli Rectores Eccleſiaꝝ infra regnum Dn̄i Regis Anglie p̱ tempore exiſten̄ omnia & ſingula domos edificia & ſtructuras Rectoriaꝝ ſuaꝝ bene reparare & ſuſtentare & ea ſine dilapidationibꝫ vel irreparationibꝫ quibuſcunqꝫ ſucceſſoribꝫ ſuis dimittere ſive relinquere debeant Et in defectu inde de vero valore dilapidac̄onū & irreparac̄onū humod̄ dictis Succeſſoribꝫ ſuis ſatisfacere teneantur Cumqꝫ p̄d Tyrrell nup̱ fuiſſet Rector Eccl'ie Parochialis de Conington p̄d adinde admiſſus & inſtitut' ac induct' in eadem Et Eccl'iam & Rectoriam ill' poſtea ſcil't nono die Aprilis anno Regni Dn̄i Regis nunc decimo lib'e reſignaſſet Idemqꝫ Ric'us poſtea ſcil't eiſdem die & anno ad eandem Eccleſiam tunc vacan̄ debito modo p̄ſentat' fuiſſet ac admiſſus inſtitut' & induct' in eandem Et Rector Eccleſie illius ac legittim⁹ & prim⁹ ſucceſſor p̄fat' Tyrrell in Rectoria p̄d deveniſſet & adhuc exiſtit ac licet p̄d Tyrrell domos edificia & ſtructuras videl't domum manc̄onalem vocat' the Parſonage-Houſe duo horrea duo ſtabula duo porcil' (Anglice Hogſties) unū lignile (Anglice a Wood-Houſe) & unam antl'iam cum eadem domo manc̄onali occupat' parcell' ejuſdem Rectorie p̄d tempore reſignac̄onis ſue p̄d irreparat' & dilapidat' fore p̱miſit & reliquit ita q̄d v'us valor irreparac̄onū & dilapidac̄onū ill' ad centum libras legalis monete Anglie attingit & dicto tempore reſignac̄onis illius attingebat licetqꝫ etiam idem Ric'us ſepius requiſivit p̄fat' Tyrrell ad humod̄ valorem dictaꝝ dilapidac̄onū & irreparac̄onū ſibi eidem Ric'o ſolvend̄ ſeu ſatisfaciend̄ videl't apud Conington p̄d Dictus tamen Tyrrell humod̄ valorem vel aliquam pecunie ſummam p̱ irreparac̄on̄ & dilapidac̄on̄ p̄d eidem Ric'o ſolv'e ſeu aliqualit' proinde ſatisfacere hucuſqꝫ recuſavit & adhuc recuſat ad dampnū ipſius Ric'i centū libraꝝ Et inde p̱duc' ſectam &c.

Action ſur le Caſe pur Dilapidations.

Reſignation de prior Incumbent.

Le maine Objection al ceſt Declaration fuit que le Reſignation de le prior Encumbent ne fuit bien alledge; car eſt forſq; generalment alledge, quod reſignaſſet ſans diſant *in manus Epiſcopi* come doiet eſtre accordant al *Raſtal* 404. *b.* & 519. Et ſans ceo il ne appiert que le Plaintiff eſt legal Succeſſor.

Al quel fuit reſpond, que voier eſt que quand un fiſt un immediate Title al luy meſme per vertue de un Reſignation la le uſual manner de pleder eſt come il eſt devant alledge. Mes en le caſe icy le Reſignation eſt alledge per voy de Recital & Inducement al giſt del Action, Et que Defendant ne poit prendre un ſingle Iſſue ſur le Reſignation, car ceo voiloit amount al General Iſſue. & ſil ad plede *Non Culp.* donc le Reſignation ove les auters choſes voit eſtre triable per pays. Et auxi que fuit alledge en le Declaration que poſtea le Plaintiff *preſentatus fuit, &c. Et fuit legittimus & prox' Succeſſor, &c.*

Vide pur ceo Dier 293. pl. 3.

Mes nient obſtant le Opinion del Court fuit, que le Declaration fuit male pur ceſt Cauſe, & per reaſon de ceo le Plaintiff ne unques avoit Judgment. Mes il compound le Matter ove le Defendant pur petit choſe. *Carthew pro Def. Lutwyche pro Quer'.*

ICY enſuant deux auters Declarat' en queux ſeveral Judgments fueront done *pro Quer'*.

Salkard v. *Beckwith.*

Hill. 15 Jac. Regis. Rot. 474.

Action ſur le Caſe pur Dilapidations.

Lond' ſſ. Willus Beckwyth nuper de &c. in Com pd Gen attach fuit ad reſpondend John Salkard de plito tranſgr' ſuper caſum Et unde idem J. S. per A. B. Attorn ſuum quer' Quare cum ſecundum Legem & Conſuetudinem Regni Dni Regis Angl' obtent' & approbat' oies & ſingul' Prebendar' Rectores Vicar' & Magiſtr' Liberar' Capellar ac Capellani Cantariar' ejuſdem Regni pro tempore exiſten oies & ſingulas domos & edific' Prebendar' Rectoriar' Vicariar' & Liberar' Capellar' & Cantariar' ſuar' reparare & ſuſtentare ac ea ſucceſſorib; ſuis reparat & ſuſtent dimittere & relinquere teneantur & ſi hujuſmodi Prebendar' Rectores Vicarij & Magiſtri Liberar' Capellar'

pellar' ac Capellani Cantariar' pred' hujuſmodi domus & edific' ſucceſſoribꝫ ſuis ut premittit reparat & ſuſtentat non dimiſſerint & reliquerint ſed ea irreparat & dilapidat permiſet ijdem Prebendat Rector Vicar & Magri Liberat Capellat ac Capellani Cantariat p̄d' in vitis ſuis vel eoꝝ Executores ſive Adminiſtratores bonorum & catallorum ſuorum poſt eorum mortem ſucceſſoribꝫ Prebendar' Rectoribꝫ Vicar & Magiſtr' Liberar' Capell & Capellañ Cantariar' illar' tant pecuñ ſum̄ quant ꝓ reparacōne aut neceſſar' re-edificacōne hum̄oi domorum & edificiorum expendi aut ſolvi ſuficiet ſatisfacere teneantur ac licet pred' W. nuꝑ fuiſſet Vicar pred' Vicarie de W. l'ittime admiſſ inſtitut & induct in eadm̄ Et ſic inde Vicar exiſten dict' die & año eandm̄ Vicariam libere reſignaſſet Idemq; J. ad Vicar' ill' tunc vacuam debo modo preſentat exiſten admiſſ inſtitut & induct fuiſſet in eadem ac Vicar' ejuſdem Vicar' modo exiſt' licetq; pred' W. domos & edific' viz. duas Aulas duo Cenacula duodecim Cameras duas Coquinas unu Horreu duo Stabul' unu Columbar & unu domu vocat an Ox-houſe ejuſdm̄ Vicarie tempore reſignacon ſue pred' irreparat & dilapidat ꝑmiſit & reliquit Ita qd' ducent Marce ſterlingorum eadm̄ domos & edific reparare & re-edificare non ſufficiunt licetq; etiam idem J. tant per ſummam quant ad reparacon & neceſſar' re-edificacon hum̄oi domor' edificior' Vicarie pred' ſatisfacere ſufficit ſibi per prefat W. ſolvend' ſepius de eodm̄ W. requiſivit idm̄ tamen W. aliqm pecuñ ſummam ꝓ irreparacōne & dilapidacōne pred' eidm̄ J. ſolvere aut aliqualiter ꝑinde ſatisfacere hucuſq; recuſavit & adhuc recuſat ad dampnu &c.

Kingford v. *Lloyd.*

Hill. 7 Gul. 3. Regis. Rot. 1362.

Som' ſſ. Hugo Lloyd nuꝑ de &c. in Com &c. ſum fuit ad reſpondend' Robto Kingford de plito tranſgr' ſuꝑ caſum Et unde idem R. K. ꝑ A. B. Attorn ſuu querit Quare cum ſecdm Legem & Conſuetudinem Regni Dni Regis nunc Anglie hactenus obtent & apꝓbat oies & ſingul' Prebendar' Rector' & Vicar' ejuſdm Regni ꝓ tempore exiſten oia & ſingula domos & edific' Prebendar' Rectoriar' & Vicar' ſuar' reparare & ſuſtentare & ea ſucceſſoribꝫ ſuis bene & ſufficienter reparat & ſuſtent re-

Action ſur le Caſe pur Dilapidat'.

relinquere teneantur & debeant Et ſi hum̃oi Pꝛebendar' Rectores & Vicar' domor' edific' hum̃oi ſucceſſoꝛib3 ſuis ſic ut pꝛefertur reparat' & ſuſtentat' non relinquerent ſed ea irreparat' & dilapidat' relinquerent iidem Pꝛebendar' Rector' & Vicar' ſucceſſoꝛib3 ſuis Pꝛebendarijs Rector' & Vicar' reſpective tant' pecun̄ ſum̃ quant' ꝓ neceſſar' reparac̄one & re-edificac̄onc hum̃oi domor' & edificior' expendi aut ſolvi ſufficiat ſatisfaciend' teneant' Cumq; pꝛed' H. die & anno Et ꝑ decem an̄os pꝛeantea elaps̃ fuit Vicar' Vicarie Ecclie de D. pꝛed' que quidem Vicar' fuit & adhuc exiſtit beneficium cũ Cura Animarum Idemq; H. in jure Vicarie illius per tempꝰ pꝛed' ſeiſit' fuit de & in uno domo manc̄onal' cu̅ extraedeficijs eidm̃ domui ſpectan̄ & ꝑtin̄ cu̅ pertin̄ in D. pꝛed' ipſoq; H. Vicario Vicarie pꝛed' in foꝛma pꝛed' exiſten̄ idm̃ P. poſtea ſcilt tali die & anno ſupꝛad' Eccliam de J. in Com̃ C. pꝛed' cepit & recepit & acceptavit & in eadem inſtitut' fuit que quidem Ecclia de J. adtunc & per multos annos pꝛeantea fuit & adhuc exiſtit beneficiu̅ cu̅ Cur' Animar' Idemq; H. poſtea ſcilt tali die & anno apud J. pꝛed' in eadem Ecclia induct' fuit tempoꝛe pacis dci Dni Regis nunc & Dne Marie nuper Regine quoꝝ pꝛemiſſ' pꝛetert' Vicaria de D. pꝛed' vacua in lege deven̄ poſteaq3 ſcilt tali die & anno p̃d' R. K. ad pꝛed' Vicariam ſic ut pꝛefert' tunc vacan̄ debo modo pꝛeſentat' fuit per Decan̄ & Capitul' Ecclie Cathedꝛal' W. in Com̃ S. pꝛed' verum & indubitat' Patron̄ ejuſdm̃ Ecclie & adtunc admiſſ̃ inſtitut' & induct' in eadem ac verus & kittimus Vicarius ejuſdem Vicarie deven̄ & adhuc exiſtit Et idem R. in facto dic' qd' pꝛed' tempoꝛe relicc̄onis Vicarie pꝛed' per pꝛed' H. ſcilt die & anno pꝛed' domus manc̄onal' & extraedific' eidem domui ſpectan̄ & pertin̄ fuer' irreparat' & dilapidat' qdq; talis pecunie ſum̃a que pꝛed' tempoꝛe relicc̄onis Vicarie pꝛed' ſufficien̄ fuit expendi & neceſſar' ꝓ reparac̄one domus & extraedificior' pꝛed' attingit & eodem tempoꝛe relicc̄onis Vicarie illius attingebat ad centu̅ libr' legtis monete Anglie unde idem R. poſtea ſcilt die & anno p̃d apud D. p̃d' pꝛefat' H. notic' dedit p̃d' tamen H. machinan̄ & intenden̄ ipm̃ J. in hac parte callide & ſubdole decipere & defraudare ſufficien̄ pecun̄ ſum̃ ꝓ neceſſar' reparac̄on̄ domus & extraedificior' p̃d ut p̃fert' irreparat' & dilapidat' relict' eidm̃ R. nondum ſatisfecit licet ad hoc faciend p̃d H. tali die & anno apud D. p̃d ꝑ ipm̃ requiſit' fuiſſet ſed ill' ei aliqualit' ſatisfacere hucuſq3 omnino recuſavit & adhuc recuſat Ad dampnu̅ &c.

Blockley

Blockley v. *Slater.*

Cooke. Hill. 4 & 5 W. & M. Regis & Regine.

Salop' ſſ. WIll'us Slater nuꝑ de le Shaw in paroch de Idſal al's Shifnal in Com̄ p̄d Yeom̄ attach fuit ad reſpondend̄ Johi Blockley Gen̄ de ꝑlito tranſgr' ſuꝑ caſum &c. Et unde idem Johes ꝑ Robtum Wareing Attorn' ſuū querit qd̄ cum p̄d Johes primo die Maij anno regni Dni Regis & Dne Regine nunc primo & diu antea & continue extunc poſtea hucuſq; fuiſſet & adhuc exiſtit poſſeſſionat' de & in uno antiquo Meſſuagio cum ꝑtin̄ vocat' Clythbury-Farm in p̄d paroch de Idſal al's Shifnal p̄d qdq; idem Johes habuit & ꝓ tempꝰ illud habere debuit ꝓ ſe & ſervien̄ ſuis quandm̄ viam tam pedeſtrem quam equeſtrem a p̄d' Meſſuagio cū ꝑtin̄ in ꝑ & trans quaſdam ꝑcell' ſive clauſa terre p̄d Willi vocat' le great Goſty leaſowes in p̄d paroch de Idſal al's Shifnal p̄d & ab eiſdem parcell' ſive clauſis terre in ꝑ & trans quandm̄ al' peciam terre jacen̄ pone domū p̄d' Will'i vocat' a Backſide in p̄d' paroch de Idſal al's Shifnal p̄d' uſq; ad & in quandam Regiam viam in p̄d' paroch de Idſal al's Shifnal p̄d' ducen̄ a Sturchley al's Strechley in Com̄ p̄d' uſq; ad villam de Idſal al's Shifnal p̄d' eundo & ſic retrorſum ab eadem Regia via in ꝑ & trans p̄d' peciam terre pone domum p̄d' Willi vocat' a Backſide & abinde in ꝑ & trans p̄d' pecias ſive clauſa terre vocat' le great Goſty leaſowes uſq; ad p̄dcm̄ Meſſuagiū cum ꝑtin̄ redeundo omni tempore anni ad eor̄ libitum tanquam ad p̄d' Meſſuagiū cū ꝑtin̄ ꝑtinen̄ Pred' tamen Will'us machinans eundem Johem minꝰ rite vexare & ipm̄ de uſu & eaſiamento vie p̄d' impedire & totalit' excludere duodecimo die Septembr' año regni dcor̄ Dni Regis & Dne Regine nunc quarto quandam ſepem ex tranſverſo vie p̄dce in p̄dcis parcell' ſive clauſis terre vocat' le great Goſty leaſowes levavit & erexit Et ſepem illam ſic ibm erect' diu videlt a p̄d' duodecimo die Septembr' anno regni dcor̄ Dni Regis & Dne Regine nunc quarto ſupradicto hucuſq; continuavit & perinde viam p̄d' in pecijs ſive clauſis terre vocat' le great Goſty leaſowes per tempꝰ illud obſtupavit & obſtruxit per quod idem Johes viam illam habere vel uti per totum tempus predcm̄ non potuiſſet Ad dampnum ipſius Johannis viginti librarum Et inde ꝓduc' ſectam &c.

Caſe pur diſturbance en chimin.

Narr' accordant al common forme, *quod viam habere debuit*

Et

Demurrer ove aſcuns material cauſes.

Et pred' Will'us Slater per Will'um Leeke Attorn ſuũ ven̄ & defend' vim & injur' quando &c. Et dic' q̄d Narracō pred' modo & forma pred' facta & materia in eadem content' minus ſufficien̄ in lege exiſtunt ad pred' Joh̄em ad accōnem ſuã pred' ꝟſus ipm̄ Will'um Slater habend' manutenend' Unde ipſe ad Narracōnem illam modo & forma pred' factam neceſſe non habet nec per legem terre tenetur reſpondere Et hoc parat' eſt ꝟificare unde ꝓ defectu ſufficien̄ Narracōnis in hac parte idem Will'us Slater pet' Judicm̄ Et q̄d pred' Joh̄es ab occōne ſua predcã ꝟſus ipm̄ habend' precludatur &c. Et ꝓ cauſis moracōnis in lege demonſtrat & Cur' hic oſtendit q̄d non conſtat per Narracōnem pred' quomodo ipſe idm̄ Joh̄es intitulat' exiſtit habere viam pred' in Narracōne pred' mencōnat' per Preſcripcōnem vel conceſſionem Item q̄d non conſtat per eandem Narracōnem quo jure vel quomodo via pred' ad pred' Meſſuagium cū pertin̄ poteſt vel potuit eſſe pertinen̄ Unde eadm̄ Narracō eſt in ſe totalit' incerta perplex' & argumentativa ac caret forma Et hec ꝟba videl't (tanquam ad Meſſuagium p̄dictum cum pertiñ pertineñ) extra eandm̄ Narracōnem omitti debuer'.

Et pred' Joh̄es ex quo ipſe ſufficien̄ materiam in lege ad accōnem ſuam pred' ꝟſus prefat' Willielmum habend' manutenend' in Narracōne ſua predicta ſuperius allegavit quam ipſe parat' eſt ꝟificare quam quidem materiam pred' Will'us non dedic' nec ad eam aliqualit' reſpond' Set ꝟificacōnem illam admittere omĩo recuſat pet' Judicm̄ Et dampna ſua occōne premiſs̄ ſibi adjudicari &c.

CEux Exceptions fueront pris al ceſt Declaration.

1. Que n'eſt diſt en le Declaration que le Def. fuit poſſeſſionat' pur' ans.
2. Eſt diſt en le Declaration que il fuit tiel jour, & continualment *poſtea* fuit poſſeſſe del Meſ. al quel il claime le chimin, & auxi del chimin al ceo, Et uñcore il apres complaine d'un diſturbance en le chimin, que eſt un contradiction.
3. Que il appiert per le Declaration que le Gorſty Leaſows ſur queux le chimin eſt claime ſont les terres del Def. & pur ceo doiet eſtre un Title fait al chimin, ou per Grant ou per Preſcript' Mes autrement ad eſtre ſi le Action ad eſtre port vers un meere tort feaſor, & pur ceſt diverſity, *viz. Saint Johns* & *Moody*'s Caſe. 3 *Keb.* 528, & 531. fuit cite, mes ceo non obſtañ le Pl. ad Judgment. *Lutwyche* ꝓ Def.

Slipper v. *Maſon.*

Winford. Hill. 6 W. 3. Regis. Rot. 1203.

Action pur Eſcape d'un Priſoner ſur Br. de Excom' Capiendo.

Recital de le Sentence de Excommunicat'.

Norf. ſſ. RIcus̃ Maſon nuper de Necton in Com̄ pred' Ar' attach' fuit ad reſpondend Samueli Slipper Cl'ic de plito tranſgr' ſuper caſum &c. Et unde idē Samuel per Willielmum Betts Attorn ſuu queritur quare cum Georgiꝰ Oxenden Legu Doctor Alme Cur' Cantuar' de Arcub; London Official' Principal' legitime conſtitut' in quadm cauſa Appellāconis & querele que corā eo in judicio int' p̄d S. Slipper partē Appellantē & querelantem & quendam Gulielmū Dade partem appellatam & querelatam in quadam cauſa Eccl'ica & Spiritual' Juriſdiccon videlt ꝑ ſubſtraccoñ & non ſolucoñ decimarum in eadem Cur' ſcilt apud London videlt in parochia bte Marie de Arcub; in warda de Cheape nuper dependeñ rite & legitime ꝓcedeñ eundem Gulielmu Dade ꝓpter ejus manifeſtam contumaciam & contemptu in non ſolvendo ſum̄am quatuor librarum duodecim ſolidorum & duorum denariorum legalis monete Anglie ꝓ decimis ſive ſorte principali & ſum̄am ſeptemdecim librarum litis monete Angl' ꝓ expenſis litis tam in prima quam in ultima factis extendeñ in toto ad ſum̄am viginti & un' librarum duodecim ſolid' & duorum denar' prefat' Samueli Slipper ſeu parti ſeu infra tempꝰ competeñ in ea parte litime aſſignat' alias litime monitum trina vice ꝓcognizatis diuq; & ſufficient' expectat' & nullo modo debitas reſpective ſum̄as ſolvere curantem ꝓnunciavit contumaciam & in penam contumacie ſue hum̄oi excommunicand' fore decrevit & in facie Eccl'ie (Juris ordine) in ea parte primitus obſervato eum ꝓ ſic excommunicato palam & publice denunciari fecit & mandavit Que quidem premiſſa Thomas Providentia Divina Cantuar' Archiepiſcopus totius Anglie Primas & Metropolitañ Poſtea ſcilt ſecundo die Octobr' año Dni millimo ſexcenteſimo nonageſimo ſeptimo ſub ſigillo ejuſdem Cur' dc̄o Dño Regi nunc in Cancellar' ſua apud Weſtm in Com Midd' ſignificavit Taliterq; ſuperinde ꝓceſſum fuit q̄d poſtea ſcilt viceſimo ſexto die Octobr' anno regni Dni Regis nunc nono e Cur' Cancellar' pred' apud Weſtm pred' emanavit quoddam bre ipſius Dni Regis de Excommunicato capiendo verſus eundem Willielmum tunc Vic Com Norf. pred' direct' per quod quidem bre eidem tunc Vic Precept' fuit q̄d pred' Willm Dade ꝑ corpꝰ ſuū ſecundū conſ̄ Anglie juſticiaret donec ſce Eccl'ie tam de contemptu quam de injur' ei illat' ab eo foret ſatiſfact̃ Et qualit̃ bře ill' idem Vic' foret execut̃ ſcire fac' eidm̃ Dño Regi in Octabas Scĩ Hillarij tunc ꝓx' ſequeñ ubicunq; idem Dñus Rex tunc foret in Anglia ut ulteri⁹ ſuꝑ p̃miſſis fieri fac' ꝓut de jure & ſecundũ formam Statut̃ in hoc caſu nuꝑ edit̃ & ꝓviſ̃ foret faciend̃ Et ill' nullatenus omitteret Et heret ibi bře illud Quod quidm̃ bře poſtea & ante p̃d̃ Octab̃ Scĩ Hillarij ſcil't Termino Scĩ Michĩs anno nono ſupradicto allocat̃ inter placita Regis irrotlat' & delibat̃ fuit de Recordo eidem Rico (eodem Rico adtunc Vic' Com̃ Norf. p̃d̃ exiſteñ) coram Dño Rege apud Weſtm̃ pred' juxta formam Statut̃ in huĩoi caſu nuꝑ edit̃ & ꝓviſ̃ virtute cujus quidem bris idem Ricus Maſon poſtea & ante retorñ inde ſcil't primo die Decembr̃ año nono ſupradicto apud Catton in p̃d̃ Com̃ Norf. eodem Rico tunc Vic' Com̃ Norf. p̃d̃ exiſteñ eundem Willielmũ ꝑ corp⁹ ſuũ cepit & arreſtavit Et ipm̃ in cuſtod̃ ſua ibm̃ habuit & detinuit ex cauſa p̃d̃ quouſq; idem Ricus Maſon machinañ & malicioſe intendeñ eundem Samuelem de remedio ſuo p̃d̃ (ratione impriſonamenti illius) ꝓ obtencoñ denar̃ ſumar̃ p̃d̃ poſtea ſcil't primo die Januarij anno nono ſupradicto eundem Willielmum apud Catton p̃d̃ (eodem Rico adtunc & ibm̃ Vic' Com̃ p̃d̃ exiſteñ) abſq; aliqua Authoritate quacunq; ac ſine licencia ac contra voluntatem ipſius Samuel' vel alicujus Epiſcopi vel Archiepiſcopi & abſq; aliqua cautione quacunq; ꝑ eundem Willielmũ de parand̃ mandat̃ Ecclie in forma juris dat̃ ad largũ quo voluit ire & eſcapiare ꝑmiſit eodemq; Samuel' adtunc ſeu adhuc de ſeꝑal' denar' ſummis p̃d̃ ſeu de aliqua inde parcell' mie ſatisfact exiſteñ Idemq; Willielmus ad loca eidem Samuel' penit̃ ignot̃ ſeipm̃ ſemꝑ poſtea elongavit Et rõne p̃miſſor̃ idem Samuel de omni remedio de obtencoñ denar̃ ſummar̃ p̃d̃ penit̃ defraudat̃ exiſtit Ad dampnũ ipſius Samuel' quinquaginta librar̃ Et inde ꝓduc' ſectam &c.

Et p̃d̃ Ricus Maſon per A. B. Attorñ ſuũ veñ & defend̃ vim & injur' quando &c. Et dic' qd̃ ipſe non eſt culpabilis de ꝑmiſſ̃ ſuperius ei impõit̃ ꝓut p̃d̃ Samuel ſuꝑius v̄ſus eum querit' Et de hoc poñ ſe ſuꝑ priã Et p̃d̃ Samuel ſilit̃ Jõ p̃cept̃ eſt Vic' q̃d venire fac' hic in Octab̃ Purif. Beate Marie duodecim &c. Per quos &c. Et qui nec &c. Ad recogn' &c. Quia tam &c.

APres Verdict ꝑ Quer' divers Exceptions fueront pris en Arreſt de Judgment.

1. Que le Roy doiet eſtre join en le Action, come en Action ſur le Caſe ſur Utlary.

Reſp. Que ſont divers Preſidents en queux le Roy n'eſt party. *Robinſon*'s *Entries* 9. *Herne* 167, 168. *Mo.* 641. *Evans* & *Williams*'s Caſe. *Bower* & *Stokeley*'s Caſe. *Cro. Eliz.* 652. *Aſhton*'s *Entries* 32.

2. Que fuit auter ꝓper Remedy en ceo Caſe, *viz.* un Briefe de Recaption, *F. N. B.* 64. *b.*

Reſp. Al que fuit reſpond per *J. Powel* que ceo fuit en caſe de ꝓſecutions *ex Officio*, & le Ch. Juſt. dit que peradventure il ne ſerra unques repris, & donques le party grieve voile eſtre ſans Remedy pur le damage fait a luy per l'Eſcape.

3. Que le Roy poiet pardon le Contempt, & per conſequence le Action ſur quel eſt foundue eſt ale.

Reſp. Al que fuit reſpond, Que un droit de Action fuit veſt en le Pl. immediatement ſur l'Eſcape, que ne poiet eſtre diſcharge per le Pardon.

4. Que le Eveſque poiet luy abſolve.

Reſp. Que ceo ne doiet eſtre ſans caution, &c. Et pur ceo ne ſerra intend.

5. Que ceſt Action fuit foundue ſur matters meerement Spiritual, & pur ceo le Action ne giſt icy, mes le Remedy doiet eſtre en le Spiritual Court.

Reſp. Que le Proceſs fuit hors de Temporal Court direct al Temporal Officer, & execute per luy, & l'Eſcape fuit un Temporal Tort, & les Damages conſequential ſur ceo fueront Temporal; Et le Pl. ad Judgment per le Opinion de tout le Court coment fuit confeſs d'eſtre le primer Action en tiel Caſe.

Et pur maintenance del Action ceux Caſes fueront cite; *F. N. B.* 47. *b. Hob.* 317. 3 *Cro.* 838. 1 *Levinz* 292. 1 *Keb.* 947. 1 *Cro.* 291. 1 *Rolls Abr.* 110. 5 *Co. Williams*'s Caſe. 2 *Jones* 132. *Mo.* 641. 3 *Cro.* 652, & 877. 2 *Bulſt.* 236. *Mo.* 834. Le Caſe de Viſcounts de *Briſtol* adjudge que Action ſur le Caſe giſt pur Eſcape de un Banquerupt commit a lour Cuſtody per les Commiſſioners, ſur quel Caſe le Court mult rely. *Hall* & *Lutwyche* ꝑ Quer', *Pratt* & *Carthew* ꝑ Def.

Jones v. *Hamond.*

Hill. 13 W. 3. in C. B.

Action ſur le Caſe pur diſturbance en un chimin.

Kanc' ſſ. Geoꝛgius Hamond nuꝑ de S. in Com̄ p̃d Yeom̄ attach̄ fuit ad reſpondend̄ Jacobo Jones de p̄lito tranſgr̄ ſuꝑ caſum &c. Et unde idem J. ꝑ J. W. Attoꝛn̄ querit quare cum ipſe idem J. modo eſt & ꝑ diverſ̃ annos jam ult̄ elapſ̃ legitime poſſeſſionat̄ fuiſſet de quadam pecia paſture cum ꝑtin̄ in S. p̃d continen̄ ꝑ eſtimac̄onem 4 acr̄ Cumq; p̃d J. modo eſt & ꝑ totum temp⁹ ſupꝛad̄ l̄itime poſſeſſionat̄ fuiſſet de quodam Clauſo & quadam al̄ pecia paſtur̄ cum ꝑtin̄ in S. p̃d qdq; ꝑ totum temp⁹ ill̄ idem J. de jure habere debuit & ꝑ maximā ꝑtem tempoꝛis ill̄ de jure habuit quandam viam tam pedeſtrem qm̄ equeſtrem ac ꝓ carucis ac carriagijs ſuis a vico de S. p̃d in ꝑ & trans p̃d Clauſum & ſic in ꝑ & trans p̃d pec̄ paſtur̄ ipſius G. uſque ad p̃d pec̄ paſtur̄ ipſius J. & ſic retroꝛſum a p̃d pec̄ paſtur̄ ipſius J. uſq; ad vicum p̃d ꝑ viam p̃d in foꝛma p̃d deſcript̄ tanquam ad pec̄ paſtur̄ ipſius J. cum ꝑtin̄ ſpectan̄ & ꝑtin̄ p̃dcus̃ tamen J. machinans & malicioſe intenden̄ eundem J. de uſu vie p̃d depꝛivare & fruſtrare in p̃d pec̄ paſtur̄ ipſius G. 18 die Octob̄ anno regni Dn̄i Regis nunc decimo tertio viam p̃d penitus obſtruxit & obſtupavit fodendo magnam foſſam ex tranſverſ̃ vie ill̄ ibidem ꝑ quod idem J. in uſu & occupac̄one paſture ſue p̃d ob defectum vie p̃d magnopere impedit̄ & injurat̄ exiſtit ad dampnū ipſius J. viginti libr̄ Et inde ꝓduc̄ ſectam &c.

APres Verdict pur le Plaintiff Judgment fuit done vers luy *Quia pecia paſture* fuit ouſterment incertaine.

Crowther v. *Oldfield.*

Winford. Mich. 10 W. 3. Regis. Hill. 10 & 11. 1077.

Action ſur le Caſe pur diſturbance en chimin port per un Copyholder.

Ebor' ſſ. Samuel Oldfield nuꝑ de North-Wroine in Com̃ p̃d Yeom̃ attach̃ fuit ad reſpondend' Joſepho Crowther de pl'ito tranſgr̃ ſuper caſũ &c. Et unde idem Joſephus ꝑ Johem Empſon Attorñ ſuum queritur quare cũ p̃d Joſephꝰ primo die Maij año regni Dñi Regis nunc nono & diu antea & continue poſtea hucuſq; ſeiſit̃ fuiſſet & adhuc ſeiſit̃ exiſtit de & in uno Meſſuagio & decem acr' terre cum pertiñ in North-Wroine in Com̃ p̃d parcell' Manerij de Wakefield in eodem Com̃ ac tent̃ per copiam rotl'oꝝ Cur' Manerij illius ut tenens Cuſtumar' eoꝝdem in feodo ſimplici ſecdm̃ conſ̃ ejuſdem Manerij Cumq; etiam idem Joſephus habeat & habere debeat ipſeq; & oĩes tenentes cuſtumar' dictoꝝ tentoꝝ ſuoꝝ cũ pertin' per conſuetudinem infra Manerium p̃d a tempore cujus contrar' memoria homiñ non exiſtit uſitat̃ & ap̱pobat̃ habuer' & habere conſuever̃ cõiam paſture in quodam loco paſture ſive more vocat̃ Warmelees parcell' etiam ejuſdam Manerij & continen' quadragint̃ acras in North-Wroine p̃d ꝓ oĩbʒ aꝟijs ſuis cõicalibʒ ſuper teñta cuſtumaria ſua p̃d levan' & cuban' quolibt anno omni tempore anni ad libitum ſuum tanquam ad eadem teñta cum pertin' ſpectan' & pertinen' Predc̃us tamen Samuel p̃miſſoꝝ non ignarus machinans & intendeñ ipſum Joſephũ minꝰ rite p̃gravare Ac de cõia paſture ſua p̃d ſic ut p̃fertur habend' illicite injurioſe & minus juſte impedire ac de ꝓficuo ſuo inde magnopere deprivare primo die Octobr' anno regni dc̃i Dñi Regis nunc nono magnam partem dc̃i loci paſture ſive more vocat̃ Warmelees videlt duas acras inde apud North-Wroine p̃d cum muris ſepibʒ & fenſuris incluſit & ill' ſic incluſ̃ diu videlt extunc hucuſq; tenuit & cuſtodivit per quod idem Joſephꝰ cõiam ſuam paſtur̃ p̃d ibm ꝓ aꝟijs ſuis p̃d ſuper teñta cuſtumaria ſua p̃d cũ pertiñ levañ & cubañ in tam amplo & beneficiali modo ꝓut ipſe p̃antea habuit & habere uſus fuit & conſuevit ac de jure habere debuit & debet per totum tempus illud habere ſeu recipere non potuit nec adhuc poteſt ad dampnũ ipſius Joſephi vigint' libraꝝ Et inde ꝓduc̃ ſectam &c.

Et p̃d Samuel per Willielmum Rawſon Attorñ ſuũ veñ & defend vim & injur̃ quando &c. Et dic' q̃d ipſe in nullo eſt culpabilis de p̃miſſis ſuperius verſus eũ impoĩt̃ ꝓut p̃d Joſephus

ſuperius v̄ſus eum queritur Et de hoc pon̄ ſe ſuper priam̄ Et p̄d Joſephus ſimil' Jō prec' eſt Vic' qd̄ venire fac' hic in Octabis Purif. beate Marie xij. &c. Per quos &c. Et qui nec &c. Ad recogñ &c. Quia tam &c.

APres cinque Motions en arreſt de Judgment, le Judgment fuit arreſt ſolement pur un fault, *viz.* pur ceo que ne fuit dit en le Declaration que le Plaintiff *fuit ſeiſit' &c. ſecundum Conſuetud' Manerij ad voluntat' Domini*; car ſans ceux parols *ad voluntat' Domini*, il ſerra intend d'eſtre Eſtate en fee al Common Ley, & donc le Plaintiff poit aver preſcribe pur le Common en ſon noſme demeſne. Et nient obſtant fuit inſiſt que Declaration allege que les terrs fueront parcell del Manor, Et que le Verdict ad trove ceo & le Cuſtom auxi, que fuit impoſſible ſils ne fuer' Copyhold-terrs, uncore Judgment fuit done pur le Def. Mes Brief d'Error fuit port, *& adhuc pendet* pur le Judgment, *Vid. Rogers* & *Brady*'s Caſe, 2 *Ven.* 143, 144. Et en *Hill.* & *Bolton* en ceſt Liver *poſtea*, en un Avowry le Avowant fiſt title al Copyhold terrs ſans diſant que fueront dimiſs' *per Copiam, &c. ad voluntat' Domini.* Et le Avowry fuit adjudge d'eſtre male, & pur ceſt cauſe le Judgment fuit en *Hill.* 2 *W.* & *M.* en C. B. Mes ceux deux Caſes fuer' ſur Demurrer Et en *Rogers* & *Haye*'s Caſe, *intrat' Mich.* 12 *W.* Rot. 567. en Brief de falſe Judgment, ſur Judgment done en un Action en le nature d'un *Formedon*, en le Count un ſeiſin en fee fuit allege *ſecund' Conſuetud' Manerij* ſans ceux parols *ad voluntat' Domini.* Et ſur ceo Exception fuit pris que le Judgment ne fuit remove, *Cur' contra*; car ſerra intend Frank-fee, & le Judgment fuit revers. *Vid.* auxi pur ceſt point *Cro. Car.* 229. *Hughs*'s Caſe. En le Caſe de *Crowther* & *Oldfield*, *Keene*, *Pratt* & *Lutwyche* fuer' pro Quer', *Levinz* & auters pro Def.

Nicholſon v. *Smith.*

Winford. Trin. 13 W. 3. Regis.

Cumbr' ſſ. ARthus Smith nuper de Bolton in Com̄ p̄dict Yeoman attach fuit ad reſpondend̄ Georgio Nicholſon de placito tranſgr' ſup caſum &c. Et unde idem

Georgius ꝑ Georgiũ Braidley Attorñ ſuũ queritur quare cum idem Georgius in & ſuper feſtũ Purif. Beate Marie Virginis anno regni Dñi Regis nunc duodecimo & ꝑ quatuor annos tunc ult' elapſ̃ & amplius legittime poſſeſſionat' fuiſſet de & in uno antiquo molendino aquatico granatico cum ꝑtin' ſcituat' & exiſten' infra Paroch' de Goſforth vocat' Santon-Mill quodq; infra Maneriũ de Bolton infra Paroch' p̃d habetur & a toto tempore cujus contrar' memoria hominũ non exiſtit habebatur & fuit quedam antiqua laudabilis conſuetudo ibm uſitat' & apꝓbat' videlt qđ quilibet tenens Meſſuagij & Tenementi hic poſtea mencõnat' duran' habitacõne in eodem Meſſuagio moluit & molere uſus fuit ac conſuevit ad molendinũ p̃d omnia grana ſua & frumentũ ex humoi teñto ſuo cum ꝑtin' ꝓvenien' & renovan' & in humoi Meſſuagio ſuo expenſ̃ & conſumpt' molit' ac rationabil' tolnetũ inde humoi tenen' ſive occupatori molendini p̃d cum ꝑtiñ ꝓ tempore exiſteñ ꝓ molitur' humoi grani & frumenti ꝑ totum tempus p̃d ſolve & reddere uſus fuit & conſuevit qđq; p̃d Anthus Smith modo eſt & ꝑ quatuor annos & amplius fuit ſeiſit' de & in uno antiquo Meſſuagio & viginti acr' terre cum ꝑtiñ jaceñ infra Maner' p̃d & in Meſſuagio p̃d ibm ꝑ totũ idem tempus inhabitavit p̃d tamen Anthus p̃miſſa ſatis ſciens machinans & fraudulent' intendens ipm' Georgiũ minus rite p̃gravare ac de ꝓficuo & com̃oditate que ei de molitur' granoꝝ p̃d Anthonij in & ſup teñtũ p̃dcm' creſceñ et ꝓvenieñ et expendit' molit' infra eoſdem quatuor annos octoginta modios tritici mille modios hordei octoginta modios al' hordei in braſium ꝑ ipm' fact' ſeptingent' modios mixcilionis & ducent' modios avenaꝝ infra tempus illud ſup teñtum ſuum p̃dcm' creſcen' & in Meſſuagio p̃d uſitat' & conſumpt' molit' ad molendin' ipſius Georgij non moluit ſed idem frumentũ ad quedam al' molendiñ ꝑ totum tempus p̃d moluit ꝑ quod idem Georgius emolument' dict' tolneti ejuſdem frumenti penitus amiſit ad dampnũ ipſiꝰ Georgij viginti libr' Et inde ꝓduc' ſectam &c.

Narr'.

Que il tiel jour & pur 4 anns devant fuit poſſeſſ. d'un auntient Griſt molin en le Pariſh de G.

Eſt un Cuſtome que cheſcun tenent de meſſuage del Defendant ad moler, &c. ſon frument, &c. al dit Molin & a payer un reaſonable Toll, &c.

Que le Defendant per 4 anns & pluis fuit ſeiſie d'un auntient Meſſ. &c.

Le Breach de Cuſtome.

Et p̃d Anthus per Johem Mounſey Attorn' ſuũ ven' & defend' vim & injur' quando &c. Et dic' q̃d ipſe non eſt culpabilis de premiſſis ſuperius ei impoſit' ꝓut p̃d Georgius ſuꝑius inde vſ̃ eum querit' Et de hoc poñ ſe ſuper patriam Et p̃d Georgius ſilit' Ideo p̃cept' eſt Vic' q̃d venir' fac' hic a die Scẽ Trin' in tres Septimañ xij &c. per quos &c. Et qui nec &c. Ad recogñ &c. Quia tam &c.

APres Verdict pur le Plaintiff fuit move en arreſt de Judgment que un Cuſtom del Manor ne poiet eſtre apply al un particular Meſſuage deins un Manor; & pur ceo *Baker* & *Brereman*'s Caſe, *Cro. Car.* 418. 1 *Ven.* 97. *Polus* & *Henſtock*'s Caſe fueront cite, & ſur ceo le Judgment fuit arreſt abſolutement. *Lutwyche* Accounſel ove de Defendant, *Birch* ꝑ *Quer'*.

Whitrow v. *Edwyn*, & al'.

Tempeſt. Trin. 3 W. & M. Regis & Reginæ.

Action pur Eſcape *v.* les Defendants Viſc' de Midd'.

Narr'. Que fueront due ſur account inter le Pl. & E. Thynn deceſſ. & Jac' Thynn de Spaniſh Argent de value de 581 *l.* 1 *s.* 6 *d.* de Argent Anglois.

Briefe de Capias, &c. quare clauſum fregit ſue ret' tres Trin', &c.

Midd' ſſ. HUmfridus Edwyn nuper de London' Mil' & Johes Fleet nuper de London' Mil' nuper Vic' Com̄ Midd' attach fuer' ad reſpondend' Johi Whitrow Mercatoꝛi de placito tranſgr' ſuper Caſum Et unde idem Johes Whitrow per Nathanielem Rider Attoꝛn' ſuū querit' quare cum quidam Edꝛus̄ Thynn Mercatoꝛ & Jacobus Thynn Mercatoꝛ in vita ipſius Edꝛi ſcil't pꝛimo die Maij anno Dn̄i milleſimo ſexcenteſimo octogeſimo nono inſimul' computaſſent cum eodem Johe Whitrow de diꝟſis ſum̄is eidem Johi Whitrow per p̄dc̄os Edwardum & Jacobum ante tempus illud debit' & ſolubil' Et ſuper computo illo ijdem Edwardus & Jacobȝ invent' fuer' in arrearagijs erga eundem Johem Whitrow in duabȝ mille ſexcent' & duabȝ livr' decem & octo ſolȝ & ſex denar' monete Hiſpaniens' adtunc attingen' ad valoꝛem quingent' octogint' & un' libr' un' ſolid' & ſex denar' legalis monete Anglie. Et ſic in arrearagijs invent' exiſten' p̄d' Edꝛus' poſtea ſcil't die & anno ſupꝛadict' apud Paroch Sc̄i Andꝛee Holboꝛne in Com̄ Midd' p̄d' obijt Et p̄d' Jacobȝ ipm̄ ſupervixit pꝛed' quingent' octogint' & un' libr' un' ſolid' & ſex denar' eidem Johi Whitrow mi̅e ſolut' exiſten' ꝑ recuperacon' quoꝝ quidem quingent' octogint' & un' libr' un' ſolid' & ſex denar' pꝛed' Johes Whitrow poſtea ſcil't triceſimo pꝛimo die Maij anno regni Dn̄i Regis & Dn̄e Regine nunc pꝛimo ꝓſequut' fuit extra Cur' dict' Dn̄i Regis & Dn̄e Regine de Banco quoddam Bꝛ̄e dict' Dn̄i Regis & Dn̄e Regine de Capias v̄ſus pꝛedc̄m Jacobm̄ Thynn tunc Vic' Civit' Exon' direct' per quod quidem Bꝛ̄e ijdem Dn̄us Rex & Dn̄a Regina eidem Vic' Civit' Exon' pꝛeceperunt q̄d caperet

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peret pred' Jacobm̄ Thynn per nomen Jacobi Thynn nuper de Hackney in Com̄ Midd' Mercator' ſi invent' foret in Balliva ſua & eum ſalvo cuſtod' ita q̄d idem Vic' haberet corpꝰ ejus coram Juſtic' dict' Dni Regis & Dne Regine apud Weſtm̄ a die Sce Trinitatis in tres Septimanas tunc ꝓx' ſequen' ad reſpondend' prefat' Johi Whitrow de placito quare vi & armis clauſum ipſius Johis Whitrow apud Civit' Exon' fregiſſet & alia enormia ei intuliſſet ad grave dampnum ipſius Johannis Whitrow & contra pacem dict' Dni Regis & Dne Regine acetiam q̄d pred' Jacobꝰ reſponderet eidem Johi Whitrow ſecundum conſ' Cur' dict' Dni Regis & Dne Regine de Banco in quodam placito tranſgr' ſuper Caſum ſuper aſſumpc̄onem ad dampnum ipſius Johis Whitrow quingent' libr' Et q̄d haberet ibi Bre ill' ad quem diem coram prefat' Juſtic' dict' Dni Regis & Dne Regine apud Weſtm̄ tunc Vic' Exon' videl't Edwardus Seaward Armig' Juſtic' eorundem Dni Regis & Dne Regine mand' q̄d pred' Jacobȝ non fuit invent' in Balliva ſua ſuper quo teſtat' fuit in eadem Cur' dict' Dni Regis & Dne Regine qd' pred' Jacobȝ latitabat vagabatur & diſcurrebat in Com̄ Midd' ſuper quo decimo nono die Junij anno primo ſupradict' idem Johes Whitrow ꝓſequut' fuit extra pred' Cur' dict' Dni Regis & Dne Regine de Banco quoddam Bre dict' Dñi Regis & Dñe Regine de capias ꝟſus ipſum Jacobum Thynn tunc Vic' Com̄ Midd' direct' per quod quidem Breve ijdem Dñus Rex & Dña Regina eidem Vic' Com̄ Midd' preceperunt qd' caperet predict' Jacobum per nomen Jacobi Thynn nuper de Hackney in Com̄ Midd' Mercator' ſi invent' foret in Ball'ia ſua & eum ſalvo cuſtod ita qd idem Vic' haberet corpus ejus coram Juſtic' dict' Dni Regis & Dne Regine apud Weſtm a die Sci Michis in tres Septimanas tunc ꝓx' ſequen ad reſpondend p̄fat' Johi Whitrow de placito quare vi & armis clauſum ipſius Johis Whitrow apud Civit' Exon fregiſſet & al' enormia ei intuliſſet ad grave dampnu ipſiꝰ Johis Whitrow & contra pacem dicti Dni Regis & Dne Regine Acetiam q̄d p̄d Jacobȝ reſponderet eidem Johi Whitrow ſecdm conſ̄ Cur̄ dict' Dni Regis & Dne Regine de Banco in quodam pl'ito tranſgr' ſuꝑ caſum ſuꝑ aſſumpc̄on ad dampnu ipſius Johis Whitrow quingent' libr' Et unde Vic' Civit' Exon mand Juſtic' dict' Dni Regis & Dne Regine apud Weſtm a die Sce Trinitatis in tres ſeptimanas tunc ult' p̄dict' q̄d p̄dict' Jacobȝ non fuit invent' in Ball'ia ſua cum teſtat' fuit in eadem Cur' dict' Dni Regis & Dne Regine qd p̄d Jacobꝰ latitabat vagabatur & diſcurrebat in Com Midd p̄d quod quidem Bre Vic' Com Midd p̄d ut p̄fertur direct' eiſdem Humfrido & Johi

Acetiam, &c.

Vic' Exon' direct'.

Teſtat' Capias, &c. Vic' Midd'.

Ret' tres Mich'.

Ja. Thynn arreſt.

Eſcape.

Fleet adtunc Vic' Com Midd p̄d exiſten poſtea ſcilt viceſimo die Auguſti anno primo ſupradicto apud Paroch Sci Andree Holborne p̄d in deb̄a juris forma exequend delibat fuit virtute cuj⁹ quidem bris̄ p̄d Humfridus & Johes Fleet adtunc Vic' Com Midd p̄d exiſten poſtea & ante retorn ejuſdem brevis ſcilt viceſimo tertio die Auguſti anno primo ſupradicto apud Paroch Sci Andree Holborne p̄d p̄dcm Jacobu ceperunt & arreſtaver' & ipm in cuſtod ſua ex cauſa p̄d ꝑ ſpaciu duoꝝ dieꝝ & amplius habuer' & detinuer' p̄d tamen Humfridus & Johes Fleet adtunc Vic' Com Midd exiſten' debit' (Anglice the Duty) Officij ſui Vic' Com Midd p̄d ac ſacrm ſuu ꝓ deb̄a execuc̄one Officij ſui p̄d minime ponderan' ſed machinan' & fraudulent' intenden' eundem Johem Whitrow de p̄d denar' ſummis & de beneficio & advantagio ſecte ſue p̄d decipe & defraudare p̄d Jacobum ſic ut p̄fertur ſub cuſtod ſua in forma & ex cauſa p̄d exiſten' poſtea ſcilt viceſimo ſeptimo die Auguſti anno primo ſup̄dicto apud Paroch Sci Andree Holborne p̄d p̄d quingent' & octogint' & un' libr' un' ſolid & ſex denar' mie ſolut' exiſten' ſine aliquo p̄cepto dict' Dni Regis & Dne Regine & ſine aliquo conſenſu p̄d Johis Whitrow ac contra ejus voluntatem extra cuſtod ſuam quo voluit ire & evadere ꝑmiſer' q̄dq; idem Jacob⁹ ſeipm ad loca eidem Johi Whitrow penitus ignot' elongavit & adhuc ſe abſcondit ita q̄d p̄dcus̄ Jacob⁹ Whitrow ꝑ nullos legis ꝓceſſus eundem Jacobu recapere poſſit & ꝑinde p̄d Johes Whitrow non ſolum p̄d quingent' octogint' & un' libr' un' ſolid & ſex denar' ꝟumetiam tot' beneficiu & advantagiu ſecte ſue p̄dict' ꝑdidit & amiſit ad dampnu ipſius Johis Whitrow quingentaꝝ libr' Et inde ꝓduc' ſectam &c.

Barre.

Confeſſion del arreſt

Mes que le Priſoner fuit reſcue.

Et p̄d Humfridus & Johes Fleet ꝑ Thomam Whitfield Attorn' ſuu ven' & defend vim & injur' quando &c. Et dic' q̄d p̄d Johes Whitrow acc̄onem ſuam p̄dcam inde ꝟſus eos habere non debet quia dic' q̄d bene & verū eſt q̄d Johes Fleet & Humfridus Vic' Midd exiſten' p̄d Jacobū Thynn ꝑ corp⁹ ſuū ceperunt & arreſtaꝟunt ꝓut p̄d Johes ſuperi⁹ narrando allegavit ſet iidem Johes Fleet & Humfridus ulterius dic' q̄d poſt arreſtacon' ill' ſcilt p̄d viceſimo ſeptimo die Auguſti anno primo ſupradicto apud Parsch Sci Andree Holborne p̄d quidam Willus Berry Johes Coram Johes Collins adtunc & ibm vi & armis in quendam Ricum Barret adtunc Ballium ipſoꝝ Humfridi & Johis Fleet jurat' & cognit' ducen' p̄d Jacobū Thynn ꝟſus Gaolam de Newgate exiſten' cōis Gaola Com̄ Midd p̄d inſult' fecerunt & eundem Jacobū Thynn adtunc & ibm a cuſtod p̄fat' Ballij contra voluntatem ſuam & abſq; licencia ſeu conſenſu ipſoꝝ Humfri & Johis Fleet reſcuſſer' & ad largū miſer' & poſuer'

poſuer̃ Et hoc parat̃ ſunt ꝟificare unde pet̃ judiciũ ſi p̃d Johes Whitrow accõnem ſuam p̃dcam̃ inde verſus eos habere debeat &c.

Replicat' Que eſt un Matter de Hiſtory que le Priſoner fuit reſcue per le neglect del Plaintiffs.

Et p̃d Johes Whitrow dic̃ q̃d ipſe ꝑ aliqua ꝑ p̃d Humfridũ & Johem Fleet ſupius placitando allegat̃ ab accõne ſua p̃d' inde ꝟſus eos habend' ꝑcludi non debet quia dic q̃d p̃d' Jacobꝰ arreſtat̃ fuit infra Com̃ Midd' ſcil't apud Paroch Sci Andree Holborne p̃d' q̃dq; infra Com̃ Midd' p̃d' eſt & tempore capc̃onis & arreſtac̃on' p̃d' Jacobi p̃d' ad ſectam p̃d' Johis Whitrow & diu antea fuit & adhuc eſt quedam cõis priſona vocat̃ Newgate exiſten' priſona ꝓ Com̃ Midd' p̃d' fortis ſalva & idonea ad ꝑſonas ꝓ debo aut dampnis arreſtat̃ ſalvo & ſecur̃ conſervand' & cuſtodiend' & ubi ꝑſone ꝓ debo aut dampnis arreſtat' ſalvo cuſtodiri poſſent & infra conveniens tempus poſt arreſtac̃on' eoꝝ duci & cuſtodiri ſolebant & debuer̃ quodq; p̃d' Humfridus & Johes Fleet poſtquam ipſi p̃d' Jacobũ ad ſectam p̃d' Johis Whitrow cepiſſent & arreſtaſſent pred' Jacobũ infra dimid' unius hore ad priſonam pred' duxiſſe & ipſum in eadem priſona poſuiſſe potuiſſent eadem priſona exiſten' ꝓpe locum ubi pred' Jacobꝰ arreſtat̃ fuit ſcil't infra dimid' milliar̃ ejuſdem loci quodq; pred' Humfridus & Johes Fleet infra duos dies ꝓx' poſt arreſtac̃on' pred' pred' Jacobum ad pred' priſonam de Newgate non cariabant aut ducebant licet adinde faciend' tempus ſufficien' habuiſſent & ꝑ pred' Johem Whitrow requiſit' fuiſſent ſet ipſum Jacobum ad domum Tipulator̃ (Anglice an Alehouſe) exiſten' locum minime ſecur̃ ſeu ſalvum ꝓ conſervac̃one ſeu cuſtodia priſonar̃ im̃ediate poſt arreſtac̃on predict̃ Jacobi p̃d' Et eundem Jacobum in domo Tipulator̃ pred' ꝑ ſpacium duoꝝ dieꝝ ꝓx' poſt arreſtac̃on' pred' habuer̃ & continuaver̃ in minime ſalva cuſtod' quodq; ea occ̃one reſcuſſio pred' in placito pred' Humfridi & Johis Fleet ſuperius menc̃onat̃ ꝓ defectu ſufficien' Cure & debit̃ cuſtod pred' Jacobi ꝑ pred' Humfridum & Johem Fleet in domo Tipulator̃ pred' fact̃ fuit Et hoc parat' eſt ꝟificare unde pet̃ judicium & dampn' ſua occ̃one premiſſa ſibi adjudicari &c. Demurrer & Joinder en Demurrer.

JUdgment fuit done pur les Defendants, quia le Replication fuit meere Hiſtory & Matter de Evidence ſolement, ſur que nul certain Iſſue poit eſtre priſe. *Lutwyche* fuit Accounſel ove les Defendants.

Action ſur Stat.

ET

Barr per Stat.

Action ſur le Stat. de 1 R. 3. c. 3. pur aſport de biens d'un arreſt pur Felony devant Attainder.

W. S. ſum̄ &c. per H. I. in 63 l. 8 d. &c. Et unde idem H. per A. B. Attorn̄ ſuū dic̄ quod cū in Statuto in Parliamento Dn̄i Ric̄i Regis Angl̄ tertij poſt Conqueſtū apud Weſtm̄ anno regni ſui primo tent̄ edit̄ inter cetera ordinat̄ ſtabilit̄ & inactitat̄ exiſtit q̄d nullus Vic̄ Subvic̄ Eſcaetor Ballivus Franches̄ nec aliqua alia perſona capiat vel receperit bona alicujus perſone arreſtat̄ vel impriſonat̄ ſuper ſuſpic̄one Felonie antequam eadem perſona ſic arreſtat̄ vel impriſonat̄ ſit convictus vel attinctus de hum̄oi Felonia ſecundum Legem aut bona ill' alio modo legitime ſint forisfacta ſub pena forisfacture duplicis valoris bonoꝝ ſic capt̄ ei qui in ea parte dampnificat̄ fuit Angl̄ hurt per acc̄onem debiti in ea parte ꝓſequend' per ſimil̄ ꝓceſſum judicm̄ & execuc̄onem ꝓut in al' acc̄onibȝ debi ſectat̄ ad cōem legem comunit̄ uſitat̄ fuit & q̄d nullum eſſoniū aut ꝓtecc̄o in hum̄oi acc̄one allocetur neq̄ defendens in eadem acc̄one ad legem ſuam vadiand̄ admittat̄ ꝓut in eodem Statuto plenius continetur Et idem H. dic̄ q̄d ipſe xij die Maij anno regni Dn̄i Regis nunc decimo ſexto apud C. p̄d pro ſuſpic̄one Felonie arreſtat̄ & impriſonat̄ fuit Et licet idem H. de hum̄oi Felonia convict̄ vel attinct̄ non fuit nec aliqua bona ipſius H. alio modo legitime fuerunt forisfacta p̄d tamen W. Statut̄ p̄d minime ponderans p̄d xij die Maij an̄o decimo ſupradicto apud C. p̄d bona ipſius H. videlt &c. ad valenc̄ 31 l. 10 s. 4 d. cepit & ſeiſivit contra formam Statuti p̄d per quod acc̄o accrevit eidem H. ād exigend̄ & habend̄ de p̄fat̄ W. ꝓ duplic̄ valore bonoꝝ illoꝝ p̄d 63 l. 8 d. Idem tamen W. licet &c. Ex MSS. Juſtic' Warburton.

J. C.

Action ſur le Stat. de 33 H. 8. c. 9. cnotr' illegal Gaming.

J. C. ſum̃ fuit ad reſpondend W. S. qui tam ꝓ Dño Rege quam ꝓ ſeipſo ſequitur de ꝑlito quod reddat eis decẽ libr' quas eidem Dño Regi & p̃fat W. S. debet & injuſte detinet rõne cujuſdam contempt⁹ contra foꝛmam Statuti contra eos qui cuſtodiunt joca illicita in domibꝫ ſuis nuꝑ editi & pꝛoviſ̃ &c. Et unde idem A. qui tam ꝓ Dño Rege quam ꝓ ſeipſo ſequitur ꝑ Georgiũ Foꝛſter Attoꝛn ſuũ dic' q̄d cũ in ſtatuto in Parliamento Dnĩ H. nuꝑ Regis Anglie octavi patris Dnĩ Regis nunc p̃chariſſimi año regni ſui triceſimo tertio inchoat̃ & tent̃ ꝑ dcm̃ nuꝑ Dnm̃ Regem ex aſſenſu Dominoꝝ Spiritual' & Temporal' ac Cõitatẽ in eodem Parliamento adtunc congregat̃ necnon Authoꝛitate ejuſdem Parliament̃ inter alia inactitat̃ exiſtat q̄d nulla ꝑſona aut ꝑſone cujuſcunqꝫ gradus qualitatis ſive condic̃onis fuit aut fuerint a Feſto Nativitat̃ Scĩ Johĩs Baptiſte tunc ꝓx' futur' ꝑ ſeipm̃ factoꝛem deputat̃ ſervien̄ ſive aliam ꝑſonam ꝓ eis vel eoꝝ advantagio lucro vel victu cuſtodiret haberet teneret occuparet exerceret aut manuteneret aliquam communem Domũ Alley aut Locũ Globend' Coyting Cloyſhe Cayles Bowls Tennis Dicing Tables vel Carding vel aliquem alium Ludum ꝓhibitum ꝑ aliquod Statutũ ante tunc factum vel aliquem novum illicitum Ludum nove invent̃ ſive fact̃ vel imposterum inventur' habitur' vel factur' ſub pena foꝛisfaciend̃ & ſolvend̃ ꝓ quolibt die quo cuſtodiret haberet manuteneret vel ꝑmitteret aliquem talem habend̃ cuſtodiend̃ exequend̃ ludend̃ ſive manutend̃ infra aliqua tal' Domũ Gardinũ Alley vel aliũ locũ contra foꝛmam & effectum ejuſdem Actus quadꝛaginta ſolidos ꝓut in eodem Actu inter alia plenius continetur p̃d tamen J. C. Statutũ p̃d minime ponderans diu poſt p̃d Feſtũ Nativitat̃ Scĩ Johannis Baptiſte in Actu p̃d ſpec' videlt pꝛimo die Decembr' anno regni Dnĩ Regis nunc quarto & quolibt die poſtea inter dcm̃ pꝛimũ diem Decembr' & viceſimũ diem ejuſdẽ menſis ſcilt per ſpaciũ viginti dieꝝ integroꝝ apud P. in Com̃ p̃d ꝑ ſeipm̃ ꝓ lucro & advantagio ſuo ꝓpꝛio cuſtodivit h̃uit & manutenuit quandam communem domũ ludend̃ ad Cartas luſoꝛias voc' a Carding-houſe & in eadem domo idem J. diꝟſos ligeos Dnĩ Regis p̃d ſeꝑalibꝫ diebꝫ ad Cartas luſoꝛias voc' Cards exercere ludere & occupare ꝓ lucro & advantagio ſuo ꝓpꝛio ꝑmiſit contra foꝛmam Actus p̃d Pꝛed tamen J. C. licet ſepius requiſit̃ p̃d 10 l. eidem Dño Regi & p̃fat W. Qui tam &c. nondũ reddidit ſed ill' eis reddere contradixit & adhuc contradic' unde idem J. qui tam &c. dic' q̄d deterioꝛat̃ eſt Et dampnũ habet ad valenciam 10 l. Et inde tam ꝓ dc̃o Dño Rege quam ꝓ ſeipſo ꝓduc' ſectam &c.

Barre.

Et p̄d J. ꝑ R. R. Attoꝛn̄ ſuū ven̄ & defend vim & injuriam quando &c. Et acc̄o non &c. Quia ꝓteſtando qd' non cognovit tal' Statutū ꝓut p̄d quer' ꝑ narrac̄onem ſuam p̄d ſuꝑius ſuppōn ꝑ pl̄ito dic' qd ipſe Def. non cuſtodivit communem domum ludendi ad Cartas luſoꝛias voc' a Carding-houſe & ligeos dc̄i Dn̄i Regis ibm ludent ad Cartas luſoꝛias ꝑ ſpaciū vigint dierꝝ nec aliquam earꝝdem dierꝝ ꝓ lucro ſive advantagio ſuo ꝓpꝛio ꝑmiſit & ꝓut p̄d quer' ſuꝑius verſus eum narravit Et de hoc &c. Jō J. &c. Ex MSS. Juſtic' Warburton.

Action ſur le Stat. 2 H. 5. cap. 3. vers Ordinanary pur non granting copy de libell.

Thomas Wynterboꝛn nuꝑ de London Cl̄icus attach fuit ad reſpondend Petro Beckham de pl̄ito quare cum in Statuto in Parliamento Henr' quinti nuꝑ de facto & non de jure Regis Anglie apud Leiceſtr' anno regni ſui ſecundo tent edit inter cetera oꝛdinat exiſtit q̄d quandocunq; copia libelli ꝑ legem eſt concedend concedatur & parti abſq; aliqua difficultate libetur ꝓut in eodem Statuto pleni⁹ continet' p̄dc̄us tamen T. cauſarꝝ & negotioꝝ audiencie T. Archiepi Cantuar' auditoꝛ ſe pꝛetendens Statutū p̄d minime ponderans copiam libelli cauſe p̄ſ ꝑfat P. ex Offic' ipſius Auditoꝛis coꝛam eodem Auditoꝛe in Cur' Chꝛiſtianitat mote & pendentis que ꝑ legem eſt concedend p̄d P. concedere & libare quamvis ad hoc ꝑ eundem P. ſepi⁹ requiſit fuit diſtulit & recuſavit in Dn̄i Regis nunc contemptū & ipſius P. grave dampnū ac contra foꝛmam Statut' p̄d &c. Et unde &c. Narr' inde &c. Mich. 4 E. 4. Rot. 494. Ex MSS. Juſtic' Warburton.

Action en l'Exchequer ſur le Stat. de 21 H. 8. cap. 13. vers Vicar pur Garder ferme per Leaſe.

Recital de Stat.

Memoꝛand qd Thomas Boſwell de Binkcham Caſtell in Com̄ Noꝛf. Gen̄ qui tam ꝓ Dn̄o Rege quam ꝓ ſeipſo ſequitur venit coꝛam Baronib; hujus Scaccarij xviij die Maij hoc Termino in ꝓpꝛia ꝑſona ſua & ſacrm̄ p̄ſtitit coꝛpoꝛale qd cū per quendam Actū in Parliamento Dn̄i Regis nunc Henrici octavi apud London tertio die Novembꝛis anno regni ſui xxj. inchoat & tent & abinde eodem tertio die Novembr' uſq; Weſtm̄ ꝓrogat & ibm tent per Dnm̄ Regem ex aſſenſu Dn̄oꝝ Spiritual' & Tempoꝛal' ac Cōitatis in eodem Parliament' congregat' necnon Authoꝛitate ejuſdem Parliamenti inter alia inactitat & ſtabilit' exiſtit qd nulla Spiritualis perſona Secularis aut Regularis cujuſcunꝗ; gradus fuerit extunc deinceps caperet ad firmam ſibi aut alicui perſone ſive perſonis ad ejus uſum ex dimiſſion̄ ſeu conceſſion̄ Dñi Regis nec alicujus alterius perſone ſive aliaꝝ perſonaꝝ per Literas Dñi Regis Patentes Indentur' ſcriptũ per Vba aut aliter ullo modo aliqua Maneria terr' teñ aut alia hereditameñ ꝓ termino vite vel ꝓ termino annoꝝ ſeu ad voluntatem ſub pena foꝛisfaciend 10 l. pꝛo quolibt menſe quo ipſe aut aliquis alius ad ejus uſū aliquam firmam occuparet racone alicujus talis dimiſſion̄ ſeu conceſſion̄ extunc impoſterum fiend unam medietatem foꝛisfactur' ad uſum Dñi Regis & alteram medietatem inde cuilibet tal' perſone qui ꝓinde ꝓſequi voluerit ꝑ bꝛe oꝛiginal' bill' ſivẽ querel' debit' vel ꝑ aliquam infoꝛmat' in aliquam Curiaƭ Regis Actiam ꝑ Authoꝛitatem p̄d inactitaƭ exiſt' q̄d quilibt talis Spiritualis perſona ſeu perſone qui adtunc habuer' ſeu occupaver' ad firmã per ſe vel per aliquem alium ad ejus vel eoꝝ uſū aliqua Maner' terr' tenement' vel hereditament' ex dimiſſioē vel conceſſioē Dñi Regis ſeu alterius perſone ſive aliaꝝ perſonaꝝ ꝓ termino vite vel annoꝝ ſeu ad voluntatem per aliquod ſcriptũ ſeu aliter aut qui tunc habuer' aliquos annuos redditus aut aliud annuũ advantagiũ vel ꝓficm̄ occaſione ſeu coloꝛe alicujus hum̃oi dimiſſionis ſeu firme clare barganizaret venderet daret ſeu concederet ante Feſtũ Scī Michis Archi extunc ꝓx' ſequen̄ alicui tali laice perſone ſive perſonis qual' ipſi voluer' ad eoꝝ nominacon̄ & appunctuacon' om̄imod hum̃oi dimiſſion' terminũ intereſſe & com̃odũ que aliquis talis ſpiritualis perſona aut aliquis alius ad ejus uſū adtunc habuit ſeu adtunc habuer' in aut rōne alicujus talis firme Ita q̄d nullo modo aliquis talis ſpiritualis perſona ſeu perſone ad aliquod temp⁹ poſt dictum Feſtũ per ſe vel per aliquē aliū ad eoꝝ uſu per quemcunꝗ; modum fraudem vel malũ ingeniũ heret uteretur ſeu occuparet ad firmam aliqua Maneria terr' teneñ ſive hereditameñ tunc fact' aut extunc impoſterũ fiend ſibi ipſis aut alicui al' ad eoꝝ uſū nec a p̄dc̄o Feſto caperent aliquem annuũ redditũ vel aliquod annuũ advantagiũ ſive ꝓficm̄ occaſione vel coloꝛe alicujus talis dimiſſionis ſeu firme per quemcunꝗ; modũ ſub pena foꝛisfaciend ꝓ quolibt menſe ſic occupañ aliquam hum̃oi firmam aliquo tempoꝛe poſt Feſtũ p̄d in contrar' Actus p̄d 10 l. ac ſub pena foꝛisfaciend decies tanƭ quanƭ aliquis talis ſpiritualis perſona aut aliquis ad ej⁹ uſū caperet in aliquo annuo redditu advantagio vel ꝓficuo occaſione vel coloꝛe alicuj⁹ talis dimiſſionis ad aliquod temp⁹ poſt foꝛisfact' p̄d in eodem Actu limitaƭ de quibꝫ quidem foꝛisfactur' una medietas eſſet Dño Regi alteraꝗ; medietas inde illi qui ꝓinde ꝓſequi voluerit per bꝛe oꝛiginale

Le Forfeit.

bill'

Le Offence.

bill' ſive querel' debit' vel per infoꝛmacon' in aliqua Cur' Regis ꝓut in Act' p̄d plenꝰ continetur Quidm̄ tamen Leonardꝰ Lynly Clicꝰ Vicariꝰ Ecclie parochialis de Beighton in Com̄ Derby qui ante Feſtū Scī Michis Archi an̄o regni Dnī Regis nunc xxij. in dc̄o Actu ſpecificat' habuit & tenuit ad firmam ex tradic̄one & dimiſſione J. M. Mil' ꝓ termino certoꝝ annoꝝ adhuc duran' tres acras paſtur' jacen' & exiſten' in Aſton in Com̄ Eboꝝ reddendo inde eidem J. M. Mil' quendam annualem redditū p̄fat' Thome Boſwell incognit' Statut' p̄d minime ponderans p̄d tres acras paſture a p̄dc̄o Feſto Scī Michis Archi dc̄o anno xxij. dcī Dnī Regis nunc in Actu p̄d ſpecificat' uſqꝫ pꝛimū die Maij ult' p̄terit' ſcilt per ſpaciū xlvj menſem integroꝝ & amplꝰ habuit & retinuit & adhuc habet & retinet contra foꝛmam Actus p̄d unde p̄d Thomas Boſwell petit adviſament' Cur' in p̄miſſ Et qd p̄d Leonardꝰ Lynley foꝛisfaciat Dño Regi 400l. Et q̄d idem Thomas Boſwell medietatem inde h̄ere valeat juxta foꝛmam Statuti p̄d &c.

Barre.

Et modo ſcilt quinto die Novembꝛis venit hic p̄d Leonardꝰ Lynley Clicus per Alex' Chapman Attoꝛn' ſuū & defend' vim & injur' quando &c. oēm contemptū &c. Et ꝓteſtando dicit qd infoꝛmac̄o p̄d minꝰ ſufficien' eſt in lege ad ponend' ipm̄ Leonardū ad eandem infoꝛmac̄onem reſpondere &c. ꝓ plito dic' q̄d ipſe eſt & p̄d tempoꝛe edic̄onis Statuti p̄d' fuit & adhuc exiſtit Vicarius p̄d' Ecclie parochialis de Beighton in Com̄ p̄d qdqꝫ idem Leonardꝰ cuſtodit & continue a p̄d' Feſto Scī Michis Archi dicto anno Dnī Regis nunc xxij. hucuſqꝫ cuſtodivit familiam ſuam vocat' his houſhold & hoſpitalitatem in & ſuper Vicariam ſuam de Beighton p̄d' Qdq̄ idem Laurent' aliqua ſufficien' terr' pꝛat' paſcuas ſive paſtur' voc' Glebe-Lands ſive terr' dn̄icales Vicarie ſue p̄d' ſpectantes ſive pertin' in manibꝫ ſuis ꝓpꝛijs in jure Vicarie ſue p̄d' ꝓ paſturacon̄ averioꝝ & catalloꝝ ſuoꝝ aut incremento frugū ad & ꝓ expenſis familie ſue p̄d' vel ꝓ eoꝝ carriag' & itiner' a tempoꝛe edic̄onis Statuti p̄d' hucuſq̄ non huit Et ulterius idm̄ Leonardꝰ dicit q̄d per Statutū p̄d' ꝓviſū & oꝛdinat' exiſtit q̄d quelibt alia ſpiritualis perſona non habens ſufficient' Glebam ſive terr' dn̄icales in manibꝫ ſuis ꝓpꝛijs in jure Eccleſiarum ſuarum Monaſter' & domoꝛum ꝓ paſturac̄one animat' aut ꝓ incremento frugū ad & ꝓ ſolis expenſis ſuarum familiarum vel ꝓ eoꝝ carriag' & itiner' poſſint capere ad firmam alias terras ac emere & vendere fruges & catalla ꝓ ſola cultura aut manur' agricultur' & paſturag' hum̄oi firmarum Ita qd' increment' inde eſſet ſemper poſit' & applicat' ad & ꝓ ſolis expenſ in ſuis familijs & hoſpitalitatibꝫ & non aliquo modo ad emend' & vendend' iterum pꝛo aliquo com̄oditat' lucro ſive advantagio aliqua

Et il n'ad ſufficient Glebe.

Proviſo en l'Act per que il eſt enable a garder ſon ferme que il ad devant l'Act.

fruges ſive catalla renovantia ſive creſcen' ſuper aliqua hum̄oi firma vel aliter ſed tantum̄odo remanere & ſurpluſag' inde ultra expenſas ſuar̄ familiar̄ ſi aliqua hum̄oi contigerint ex generac̄one & incremento inde abſq̄ fraude ſive covina prout in eod' Act̄u plenꝰ continetur aliquo in p̄d' Act̄u ad contrar' non obſtant̄ per quod idem Leonardus Vicarius Eccl̄ie p̄d' a p̄d' Feſt S̄ci Mich̄is Archi dc̄o anno regni Dn̄i Regis nunc xxij. retinuit & cuſtodivit ad firmam p̄d' tres acras paſtur̄ in Acton in Com̄ Ebor̄ in Informac̄one p̄d' ſpecificat̄ cum ſuis pertin' uſq̄ p̄d' xviij diem Maij ult̄ p̄terit̄ ſcilt per ſpacium p̄d' xlvj menſiū in Informac̄one p̄d' ſilit content̄ & ſpecificat̄ ꝑ paſturac̄one animalium & incremento frugum ad & pro ſolis expenſis ipſius Leonardi familie & hoſpitalitatis ſuarum pred' ac pro carriagijs & itinerib; ſuis qdq̄ idem Leonardꝰ totū incrementū inde provenienſ per totū idem tempꝰ poſuit & applicuit ad & pro expenſ̄ familie & hoſpitalitatis ſuarum in Vicaria ſua pred' juxta effectū Proviſionis & Act̄us pred' & nullo al̄io modo prout ei bene licuit Que omnia & ſingula idem Leonardus parat̄ eſt verificare prout Cur' &c. unde pet̄ Judic̄m ac q̄d ipſe quoad premiſſ̄ ad hac Cur' dimittat' &c,

Replicat°.

Et Chriſtopherꝰ Hales Gen' Attorn' Dn̄i Regis qui pro eodem Dn̄o Rege ſequitur Et pred' Thomas Boſwell pro ſeipſo dicunt q̄d pred' Leonardus Lynly per aliqua preallegat̄ ſeipſum a foriſfactur̄ defendere aut excuſare non debet quia dicunt qd' idem Leonardus habuit & tenuit ad firmam predict̄ tres acras paſtur' per pred' ſpaciū in pred' Informat̄ ſpecificat̄ contra formam Statuti pred' modo & forma prout per Informac̄onem pred' ſuperius allegatur Abſq̄ hoc quod idem Leonardus totum increment' inde provenienſ per totum tempus in dicta Informatione ſpecificat' poſuit & applicuit ad & pro expenſis familie & hoſpitalitat' ſuarum predictarum modo & forma prout idem Leonardus ſuperius placitando allegavit Et hoc pred' Attorn' Domini Regis & Thomas Boſwell parati ſunt verificare unde ex quo pred' Leonard' habuit & tenuit ad firmam pred' tres acras paſtur' ſuperius cognit' pet' Judic̄m Et quod idem Leonardus pred' 460 l. foriſfaciat &c. Ex MSS. Juſtic' Warburton.

Travers que le Def. ad apply le intereſt del ferme pur l'Expences de ſon Family, &c.

36 H. 8. Rot. 524.

Count ſur Stat. de Non-Reſidence.

Willus Greſham nup de London Clicus Rector Ecclie parochialis de Donington in Com̄ p̄d als dict' Willus Greſham Gen̄ Rector Ecclie parochialis de Donington in Com̄ p̄d al's dict' Willus Greſham Rector Ecclie parochialis de Donington ſum̄ fuit ad reſpondend' Robt Chapman qui tam pro Dn̄o Rege quam pro ſeipſo ſequitur de placito qđ reddat ei centum & viginti libras quas eidem Dn̄o Regi & p̄fat Robert debet & injuſte detinet rōne cujuſdam contempt' contra formā Statuti in Parliamento Dni Regis nunc apud London tertio die Novembris an̄o regni ſui xxj. inchoat & deinde uſq; Weſtm̄ adjornat p diverſas prorogationes ibm tent erga ſpirituales perſonas que non ſunt reſiden̄ in ad & ſuper beneficia ſua nup edit & pviſ &c. Et unde idem Robtus qui tā p Dn̄o Rege quam p ſeipſo ſequitur p Godfridū Swayne Attorn̄ ſuū dic' qđ cū in Statut' in Parliament Dni Regis nunc apud London tertio die Novembris anno regni ſui viceſimo primo inchoat & deinde uſq; Weſtm̄ adjornat p diverſas prorogacōnes ibm tent inter cetera ordinat inactitat & ſtabilit exiſtit Authoritate ejuſdem Parliament qđ tam quelibt ſpiritualis perſona adtunc exiſtens pmota alicui Archidiaconat Decanat aut Dignitati in Abbo Monaſterio aut Cathedral Eccl'ia ſive Eccl'ia Conventuali aut Collegiat' aut exiſtens beneficiat in aliqua Rectoria ſive Vicaria quam om̄es & ſingul ſpirituales perſona & perſone que extunc impoſterū pmot forent alicui dc̄ar Dignitat aut Benefic' cum aliqua Rectoria ſive Vicaria a Feſto Sci Michis Archi tunc px' ſequen̄ eſſent perſonal reſiden' & manen' in ad & ſuper ſuam dc̄am Prebendā aut Benefic' ſive ad unā earūdem ad minus Et in caſu aliqua talis ſpiritualis pſona ad aliquod tempus poſt idem Feſtū non cuſtodiret reſidentiam ad unā ſuar dc̄ar Dignitat Prebendat aut Benefic' ſicut p̄d eſt ſe abſentaret ſeipm̄ voluntarie p ſpaciū unius menſis inſimul vel per ſpaciū duor menſiū computand ad ſeparalia tempora in aliquo uno anno & moram ſuam feceret & habitacōnem in aliquib; alijs locis per tale tempus qđ tunc ipſe forisfaceret pro qualibt tali defalta decem libras ſterlingor' una medietas inde Dn̄o Regi & alia medietas inde parti qui proſequi vellet pro eiſdem in aliquib; Cur' Dni Regis per bre originale debiti billam querelam aut informacōnem in quib; accōne & ſecta defendens legem ſuam minime vad nec haberet aliquod eſſon ſive proteccōn put in eodem Statut plenius continet' Pred tamen Will'us qui ſpiritualis perſona ac Rector Eccl'ie de Donington pred' exiſtit & a diu fuit Statut pred minime ponderans a primo die Marcij anno regni Dni

Regis nunc viceſimo tertio per duodecim menſes tunc prox' ſequen' ſeipm' a Rectoria ſua predc̄a voluntarie abſentavit & continuam reſidentiam & moram ſuam per totū tempus pred' apud London in parochia Scī Andree in Holborne in warda de Farringdon extra fecit contra formam Statut' pred' per quod acc̄o accrevit eidem Roberto qui tam &c. ad exigend' & habend' de prefat' Willielmo pro predc̄o Dn̄o Rege & pro ſeipſo predc̄as centū & viginti libras Idem tamen Will'us licet ſepius requiſit' pred' centū & viginti libras eidem Robto qui tam &c. nondū reddidit ſet illas ei hucuſq; reddere contradixit & adhuc contradic' unde dic' qd' deteriorat' eſt & dampnū habet ad valenciam quadraginta librarū Et inde produc' ſectam &c.

Def. plead que il eſt homo laicus.

Et predc̄us Will'us in propria perſona ſua ven' & defend' vim & injur' quando &c. Et quicquid &c. Et dic' qd predc̄us Robtus Chapman acc̄onem ſuam predcam' Ꝟſus eum habere non debet quia proteſtando non cognoſcend' aliqua in Narrac̄one pred' fore vera pro placito tamen idem Will'us dic' qd' ipſe pred' primo die Marcij anno triceſimo tertio ſupradicto & ſemper poſtea fuit & adhuc eſt homo laicus & temporalis perſona Abſq; hoc qd' ipſe eodem primo die Marcij aut unquam poſtea fuit ſpiritualis perſona prout predc̄us Robertus per Narrac̄onem ſuam predcam' ſuperius ſuppon' Et hoc paratus eſt verificare unde pet' Judicm' ſi predc̄us Robertus acc̄onem ſuam pred' Ꝟſus eum habere debeat &c.

Demurrer.

Et p̄d Robertus dic' quod predictū placitū predc̄i Willielmi modo & forma ſuperius in barram placitat' minus ſufficien' in lege exiſtit ad ipſū Robertū ab acc̄one ſua p̄dc̄a p pred' Domino Rege & pro ſeipſo habend' precludend' q̄dq; ipſe ad placitū illud modo & forma predictis ſuperius placitat' neceſſe non habet nec per legem terre tenetur reſpondere. Et hoc parat' eſt verificare unde pro defectu ſufficien' placiti petit Judicm' & debitum ſuum predictum una cum dampnis &c. ſibi adjudicari &c.

Joynder.

Et predc̄us Willielmus ex quo ipſe ſufficien' materiam in lege ſuperius in barram placitand' allegavit quam ipſe parat' eſt verificare quam quidem materiam predictus Robertus non dedic' nec ad eam aliqual' reſpond' ſed verificationem illam admittere om̄io recuſat ut prius pet' Judicm' & qd' predictus Robertus ab acc̄one ſua predicta Ꝟſus eum habend' p̄cludatur. Ex MSS. Juſtic' Warburton.

N*Ota per moy*, Que ſi un meere lay-home eſt preſent uncore, ceo n'eſt un meere nullity, mes il eſt Parſon *de facto*, &c. *Dyer* 292. *b.*

Nota, Que ſont aſcuns Preſidents en queux eſt allege que le dit Stat. de 21 *H.* 8. fuit fait al Parlement *inchoat'* ou *tent'* (que eſt tout un) al Weſtminſter, *&c.* Et en *Bond* & *Tricket*'s Caſe fuit iſſint plede ; Et pur ceo apres Verdict pur le Plaintiff fuit move en Arreſt de Judgment que le Stat. fuit miſrecite, quia le Parlement commence al London, & iſſint fuit eſtre plede ; & ſur ceo *Cur' adviſare vult*. Jeo ay vieu le Record de ceo Caſe, & eſt enter *Tricket* Plaintiff & *Bond* Defendant ; & la eſt un Demurrer en le Caſe al Avowry del Defendant, & pur ceo que le Plaintiff ne appiert al jour done ſur *Cur' adviſare vult* apres le Demurrer, le Plaintiff fuit nonſue, iſſint que mult ne poiet eſtre collect per ceſt Caſe. Mes en *Burt* & *Rothwell*'s Caſe en C. B. le quel *intrat' Hill.* 8 *Willielmi tertij Rot.* 1068. ceſt point eſt determine lou en un Action ſur ceſt Stat. apres Verdict pur le Plaintiff fuit move en Arreſt de Judgment que le Stat. fuit miſrecite pur le cauſe avantdit, & iſſint fuit le opinion de tout le Court ſur due conſideration, & que le Plaintiff ne poiet aver Judgment pur ceo, que il ad conclude *contra formam Statut' præd* lou ne fuit aſcun tiel Stat. mes auterment ad eſtre ſil ad conclude *contra formam Statut' in hujuſmodi caſu*, &c. 3 *Keb.* 468. *Palmer* & *Taylor*'s Caſe, & 847, & 848. Et fuit dit per le Court que le voire & ſure Pleading de ceo Stat. fuit en *Co. Entr. Lutwyche* fuit Accouncel ove *Burt.*

Nota auxi, Que quant un Stat. eſt fait al Seſſion de Parlement *tenus per prorogat'*, le pluis brieſe & ſure voy eſt a pleder *Quod ad Seſſion' Parliamenti tent'* tiel jour & ann a tiel lieu. *Ford* & *Hunter*'s Caſe. 2 *Cro.* 111. 4 *Inſt.* 27.

Le

Le Form de Proceeding encounter Proſterners de Fences de Terrs approve hors de Commons.

Malabar v. Inhabitants de *Lakenheath*, &c.

Pl̃ita coꝛam Dñ̄o Rege apud Weſtm̄ Terño Sc̄e Trin̄ An̄o Regni Dn̄i noſtri Caroli ſecundi Regis Anglie, &c. triceſimo tertio inter placit' Regis Rot' 18.

Suff. ſſ. ALias ſcit̃ duodecimo die Maij anno Regni Dn̄i nr̄i Car' ij nunc Regis Anglie &c. xxxij Dn̄us Rex mandavit Vic' Com̄ Suff. p̄d bꝛeve ſuum clauſ̄ in hec v̄ba: Carolus ſecundus Dei Gꝛa Angl' Scoc' Franc' & Hibnie Rex Fidei Defenſoꝛ &c. Vic' Suff. ſaltem p̄cipim⁹ tibi q̄d ꝑ ſcrm̄ ꝓbor̃ & legaliū homin̄ de Com̄ tuo ꝑ quos rei v̄itas melius ſcit̃ poterit diligenter inquir̃ qui malefactoꝛes & pacis nr̄e perturbator̃ apud Paroch de Mildenhall in Com̄ tuo vi & armis ſepes foſſat̃ muros januas repagul' & ſcalas Nich Malabar Gen̄ ibm̄ nuꝑ ꝑ ipm̄ levat̃ & erect̃ noctanter aut tali tempoꝛe quo facta eoꝝ ſcit̃ non credebant ꝓſtraver̃ & implever̃ & alia enoꝛmia ei intuler̃ ad grave dampnū ipſius Nichi & contra pacem nr̄am Ac ſi p̄ed Nichus fecerit te ſecur̃ de clamoꝛe ſuo ꝓſequend' tunc pone ꝑ vad̄ & ſalvos pleg' omnes ill' quos culpabiles inde inveneris q̄d ſint coꝛam nobis in Craſtino Sc̄e Trinitatis ubicunq; tunc fuerimus in Angl' ad reſpondend̄ tam nobis de pace nr̄a fract̃ quam p̄d' Nicho de tranſgr̃ p̄d & habeas ibi nomina eoꝝ ꝑ quoꝝ ſacrm̄ inquiſic̃on̄ ill' feceris & hoc bꝛeve Teſte meipſo apud Weſtm̄ xij die Maij anno regni nr̄i xxxij.

Briefe hors de Chancery al Vic' Teſte 12 Maij 32 Car. 2. Retorn' Craſ. Trin.

Et ſur Security done per Malabar d'attach' eux, &c.

Execuc̃o iſtius bꝛevis patet in quadam inquiſition̄ huic bꝛeve annex'. Robertus Broke Bar' Vic'.

Inquiſit' Ret' capt' 29 Maij 32 Car. 2.

Suff. ſſ. Inquiſic̃o Indentat̃ capt̃ apud Mildenhall in Com̄ p̄dict' xxix die Maij anno rn̄i Dn̄i nr̄i Car̄ ij Regis nunc Anglie &c. xxxij coꝛam me Roberto Bꝛoke Bar̄ Vic' Com̄ p̄dict' virtute bꝛevis Dn̄i Regis mihi direct̃ & huic inquiſic̃on̄ annex' per ſacrm̄ Johannis Suckerman & xj auters per noſmes ꝓbor̃ & legalium hominum de Balliva mea qui dicunt ſuꝑ ſacrm̄ ſuum q̄d quidem malefactoꝛes & pacis Dn̄i Regis ꝑturbator̃ pꝛimo die Apꝛilis anno regni Dn̄i Regis nunc xxij & dv̄ſis diebus & vicib⁹ inter dictum pꝛimum diem Apꝛilis & decimum

Per que eſt trove que 1 April' 31 Car. 2. &c. Maleſeſors ignot' ont proſterne 600 Pearches des dits Fences, &c.

mum diem Maij anno regni dc̄d Dn̄d Regis xxxij apud Paroch de Mildenhall p̄d vi & armis & cum multitudine gentium ignotar̄ 600 ꝑticar̄ ſepiū foſſat & fenſurar̄ & unam januam ipſius Nichi Malabar nuper levar̄ in noctibus & aliis temporibus dictorum dierum quibus facta eorum ſcir̄ non potuer̄ proſtraver̄ ad grave dampnū dicti N. M. ſed qui ill' ſepes foſſat' fenſur̄ januam vel aliquam partem eorundem ſic proſtraver̄ Jur̄ predict penitus ignorant & ſimiliter dicunt ſuper ſacrm̄ ſuū quod malefactores p̄d' qui malefact p̄d' taliter ut ſupradict eſt fecerunt cum tali vi & multitudine gentium vener̄ & in nocturn & dictis al' temporib⁹ p̄d' iidem malefact comiſer̄ & ꝑpetraver̄ ita quod null' ad eos appꝛoppinquare ad ipſos cognoſcend' auſus fuit In cujus rei teſtimon' huic preſent inquiſicon' tam ego p̄fat Vic' quam Jur̄ p̄d' ſigill' nr̄a ſepal' appoſuim⁹ eiſdem die & anno ſupradicto &c. Robertus Broke Bar' Vic' Item alias ſſ. xxx die Junij anno regni dc̄d Dn̄i Regis nunc xxxij ſupradicto Dn̄us Rex mandavit Vic' Com̄ pred' br̄e ſuū clauſ̄ in hec v̄ba Carolus ſecundus Dei Gr̄a Angl' Scoc' Franc' & Hibnie Rex Fidei Defenſor &c. Vic' Suff. ſalutem Cum nuper ꝑ Br̄e noſtrum e Cur̄ Cancellar̄ nr̄e emanen' tibi p̄cipim⁹ quod ꝑ ſacrm' ꝓbor & legalium hominum de Com' tuo per quos rei v̄itas melius ſcire potuiſſet diligenter inquir̄ qui malefactores & pacis noſtre perturbator̄ apud Paroch de Mildenhall in Com' tuo vi & armis ſepes foſſar̄ muros januas repagula & ſcalas Nichi Malabar ibm nuper per ipſum levar̄ & erect noctant' aut tali tempore quo facta eor̄ ſcir̄ non credebant ꝓſtraviſſent & impleviſſent & alia enormia ei intuliſſent ad grave dampnum ipſius Nichi & contra pacem noſtram Ac ſi pred' Nichus fecerit te ſecur̄ de clamore ſuo ꝓſequend' tunc pon' ꝑ vad' & ſalvos pleg' omnes ill' quos culpabiles inde invenis quod eſſent coram nobis in Craſtin Sc̄e Trin' ult p̄terit ubicunq; tunc fuerim⁹ in Angl' ad reſpond' tam nobis de pace nr̄a fract quam p̄d' Nicho Malabar de tranſgr̄ pred' tuc; ad diem ill' nobis retorn' quod ꝑ quandam inquiſicon' indentar̄ coram te virtute br̄is p̄d' apud Mildenhall pred' in Com' pred' viceſimo nono die Maij anno regni noſtri triceſimo ſecundo capt & ꝑ ſacrm' duodecim Jur̄ ꝓborū & legalium hominū de eodem Com' compert exiſt' quod quidam malefactores & pacis nr̄e ꝑturbar̄ primo die Aprilis anno regni noſtri triceſimo primo & div̄ſis al' dieb⁹ & vicib⁹ inter dict primum diem Aprilis & decimum diem Maij anno regni noſtri triceſimo ſecundo apud Paroch de Mildenhall in Com pred' vi & armis & cum multitudine gentiū ignot ſexcentas perticar̄ ſepium foſſatorum & fenſurarum & unam januam ipſius Nichi nuꝑ levat' in noctib; & al' temporib; dictorum dierum quibus

Et que ils ont ceo fait ove cy grand multitude, &c. que pur cet meanes ils ne purront eſtre cogn'.

Briefe al Vic' de Suff. ceſt 30 Junij 32 Car. 2. hor. de B. R. ret' tres Mich. enſuant.

Recitant le dit 1 Car. & le retorne de ceo.

Que le nuper Vic' ret' in inquiſit'.

Per que fuit trove que 1 April' 31 Car. 2. &c. Maleſeſors ignot' ont proſtrate 600 Pearches &c. en le dit Briefe mention.

bus facta eoꝛum ſcit̃ non potuer̃ ꝓſtraviſſent contra pacem no-
ſtram ſed quis vel qui ſepes foſſat̃ ſenſur̃ & januam p̃d' ꝓſtraſſet
ſive ꝓſtraviſſent Jur̃ p̃d penitus ignoꝛabant ꝓut ꝑ inſpeccon̄ p̃d
Bꝛis & Inquiſicon̄ ult̃ p̃d ꝑ pꝛefat̃ nuꝑ Vic̃ virtute Bꝛis p̃d ult̃
mencõnat̃ coꝛam nob̃ retoꝛnat̃ & ibm de Recoꝛd̃ idem remanen̄
nobis conſtat manifeſte tibi p̃cipimus q̃d non omitt' ꝓpter ali-
quam libtat̃ in ball'ia tua quin Diſtring' ꝓpinquas Villat̃ ſepib3
foſſat̃ ſenſur̃ & janue p̃d circumadjacen̄ ſepes foſſat' ſenſur' & ja-
nuam p̃d ꝓſtrat̃ levare ad cuſtagia ſua ꝓpꝛia p̃cepim̄ etiam tibi
q̃d ꝑ ſacrm̄ ꝓboꝝ & legaliũ hominũ de Com̄ tuo ꝑ quos rei
verit̃ melius ſcir̃ poterit & dligent̃ inquir' que dampna p̃d Ni-
chus Malabar ſuſtinuit occõne ꝓſtracon̄ p̃d ſexcent̃ pertical̃ ſe-
piũ foſſat̃ ſenſur̃ & janue & dampñ ill' eidem Nicho Malabar re-
ſtituas Et qualit̃ hoc p̃cept̃ nrm̄ fuer̃ execut̃ nob̃ conſtare fac̃
a die Scĩ Michis in tres ſeptiman̄ ubicunq3 tunc fuerimꝰ in
Angl' ſub ſigillo tuo & ſigillis eoꝝ ꝑ quoꝝ ſacrm̄ Inquiſicon̄ p̃d
ceperis hoc bꝛe nrm̄ nobis tunc remitten' Teſte W. S. apud
Weſtm̄ triceſimo die Junij anno regni noſtri triceſimo ſecundo.
Aſtry. Pleg' de ꝓſ Johan' Doe & Ricard' Roe manucapt' Inha-
bitan̄ de Lakenheath Jocklingham Criſwell Barton Woꝛling-
ton & Freckenham in Com̄ Suff. ac exiſten̄ ꝓpinq3 Villat̃ ſepi-
bus foſſat̃ ſenſur' & janue infraſpec' circumadjacen̄ Johannes Denn
& Ricardus Fenn de erit̃ ter' Inhitañ Ville de Lakenheath 10 l.
(& iſſint de les auters Vils) Et ulterius Dño Regi certific' q̃d
iſtud bꝛe adeo tarde mihi delibatũ fuit q̃d ꝓpt̃ bꝛevitat̃ tempo-
ris dampñ Inquiſicon̄ huic bꝛe annex' infranõiat̃ Nicho Mala-
bar reſtituere non poſſum reſid̃ execucon̄ iſtius bꝛis patet in In-
quiſicon' p̃d' Robt̃ Bꝛoke Barr' Vic̃ Suff. ſſ. Inquiſic̃o inden-
tat̃ capt̃ apud Bury Scĩ Edmundi in Com̄ p̃d' pꝛimo die Julij
anno regni Dñi noſtri Caroli ſecundi nunc Regis Anglie &c.
triceſimo ſecundo coꝛam me Robto Bꝛoke Bar' Vic̃ Com̄ p̃d'
virtute bꝛis Dñi mihi direct̃ & huic Inquiſicoñ annex' ꝑ ſacrm̄
Ricĩ Lucas (& 11 auters per ſon noſmes) ꝓbor̃ & legal' homiñ
de Vall'ia mea qui dicunt ſuꝑ ſacrm̄ ſuũ q̃d' Nichus Malabar
in eodem bꝛi p̃d' nõiat̃ ſuſtinuit dampn' occone ꝓſtracon' 600
ꝑticat̃ ſepiũ foſſat̃ ſenſur' & janue in bꝛi pꝛed' mencõnat̃ ad
45 l. 9 s. 2 d. in cujus rei teſtimoniũ tam ego pꝛefat̃ Vic̃ quã Jur'
p̃d' huic Inquiſic̃oni ſigill' nrã apponi fecimus die & anno ſu-
pꝛadict̃ Robt̃ Bꝛoke Bar' Vic̃ Et modo ſcilt die Veneris pꝛox'
poſt Craſtinũ Scẽ Trinitat̃ iſto eodem Termino coꝛam Dño
Rege apud Weſtm̄ veñ pꝛed' Inhitan' de Lakenheath J. C. B.
W. & F. in pꝛed' retoꝛn' bꝛis ult̃ mencõnat̃ & nõiat̃ per Johem
Weekley Attoꝛn' ſuũ & pet̃ etiam audit̃ bꝛis de inquirend' p̃d'
& retoꝛn' ejuſdem & eis leguntur pet̃ etiam audit̃ bꝛis de Diſtrin-
gas

Per quel bꝛe le Vic' eſt command quod non omitt' &c. Mes que il diſtrainer les proch' Vills a levier les fences & d'enquirer de les damages que Malabar ad ſuſteine, &c.

Iſſues ret' ſur les Inhabitants de prochein Vills.

Inquiſit' auxi retorne capt' 1 July 32 Car. 2.

Per que damages ſont trove per occaſion del proſtrat' &c. al 45 l. 9 s. 2 d.

Les Inhabitants appear.

Que magna pars non proſtrat' fuit.

Et plead a ceo.

gas p̃d' & retorñ ejuſdm & ei leguntur Quib; lcis & audic ijdem Inhabitañ de Lakenheath J. C. B. W. & F. queruntur ſe occone p̃miſſor gravit' inquietat̃ fore idq; min⁹ juſte quia proteſtando dicunt qd' Bria p̃d' & eordm Retorñ min⁹ ſufficieñ in lege exiſtunt ad compellend' prefat̃ Inhitañ de Lakenheath Jockingham Criſwell Barton Worlington & Fackenham ſepes foſſat' fenſur' & januas in pred' Brevib; & Retorn' eorundem menc̃onat̃ ad ppria ſua cuſtag' levare ſeu ad onerand' prefat̃ Inhitant' de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham de dampnis pred' quadragint̃ quinq; libr' & novem ſolid' & duor̃ denar̃ Etiam proteſtand' dicunt qd' magna pars ſercent' perticat' ſepm foſſat' fenſurar' & januar' pred' prefat̃ Nichi Malabar apud Mildenhall pred' in pred Bri de inquirend' ſuppōit̃ eſſe proſtrat̃ non proſtrat̃ fuit proteſtando etiam q̃d pred' Nichus non ſuſtinuit dampna occone proſtracon pred' ſepiū foſſat̃ fenſurar' & januar' pred' in pred' Brevib; de Inquirend' & Diſtring' & Retorn' eorundem menc̃onat̃ ad ſumam quadragint̃ quinq; libr' novem ſolid' & duor' denar' prout per Bria pred' inde ſuperius ſuppon' pro plito tamen ijdem Inhitan' de Lakenheath Jockingham Criſwell Barton Worlington & Freakenhã quoad proſtracon' & levacon' ſepiū foſſat̃ fenſur' & janue pred' dic q̃d Maneriū de Mildenhall fuit antiquū Manerium & extend' ſe per totã Villã de Mildenhall pred' qdq; ſepes foſſate fenſur' & janua ſuperius ſuppōit' eſſe proſtrat̃ levat̃ fuerunt in quodam magno campo infra Mildenhall pred' vocat̃ Weſtenditch Plains al's Wellſprings exiſten' parcell' Manerij de Mildenhall pred' De quoquidm' Manerio de Mildenhall quidm' Henr' North Bar' eſt & pred' tempore quo ſuppōit' pred' ſepes foſſat̃ fenſut̃ & januam fuiſſe proſtrat̃ & diu antea fuit ſeiſit̃ in dñico ſuo ut de feodo Quodq; modo ſunt & a tempore cuj⁹ contrar' memoria homin' non exiſtit fuer' in Mildenhall pred' diṽs antiqua Meſſuagia exiſten' teñta liba Angl' Freehold tenements que tenentur & a toto tempore ſupradict̃ tenebant̃ de pred' Manerio de Mildenhall in feodo ſimplici per ſeperal' reddit̃ & ſervic' ejuſdem Manerij parcell' qdq; eſt & a toto tempore ſupradicto fuit infra Mildenhall pred' unū Maneriū voc' Thamhill al's Wammall al's Twamhill quod quidm̃ Maneriū de Thamhill al's Wammall al's Twamhill tenetur & a toto tempore ſupradc̃o tenebatur de dc̃o Manerio de Mildenhall in feodo ſimplici per ſeperal' reddit' & ſervic' ut ejuſdem Manerij de Mildenhall parcell' infra quod quidem Maneriū vocat̃ Thamhill al's Wammall al's Twamhill eſt necnon a tempore ſuprad' fuit antiqm' Meſſuagiū dcī Manerij de Thamhill al's Wammall al's Twamhill per totū tempus pred' parcell' Et de quoquidem Manerio vocat̃ Thamhill al's Wammall al's Twamhill ſunt necnon a toto tempore ſup̄dict' fuer' div̄s alia antiqua meſſuagia infra Mildenhall p̄d exiſten̄ ꝑ totū tempus p̄d teñta liba tent' de p̄d Manerio de Thamhill als Wammall als Twamhill in feodo ſimplici ꝑ ſepal' reddit' ſervic' ejuſdm̄ Manerij ꝑcell' quodq; eciam eſt infra Mildenhall p̄d un̄ aliud Maneriū vocat' Arpalls infra quod quidem Maneriū de Arpals eſt necnon a toto tempore ſupradict' fuit un̄ antiqm̄ Meſſuagiū dc̄i Manerij de Arpalls parcell' & q̄d infra Maneriū p̄d' vocat' Arpalls ſunt necnon a toto tempore ſupradict' fuer' div̄s alia antiqua meſſuagia exiſten̄ teñta liba que tenent' & a toto tempore ſupradict' tenebant' de dc̄o Manerio de Arpalls in feodo ſimplici ꝑ ſepal' reddit' & ſervic' ejuſdm̄ Manerij de Arpalls parcell' Quodq; etiam ſunt & a toto tempore ſupradict' fuer' infra Maneriū de Mildenhall p̄d div̄s antiqua meſſuag' exiſten' teñta cuſtomar' parcell' ejuſdem Manerij de Mildenhall & dimiſs̄ & dimiſſibil' ꝑ copiam Rotulor̄ Cur' Manerij ill' ꝑ Dnm̄ Manerij ill' vel ꝑ Seneſchall' ſuū Cur' Manerij ill' ꝓ tempore exiſten̄ ad voluntat' Dn̄i ſecundū Conſ̄ Manerij p̄d' Quodq; etiam eſt & a toto tempore ſupradict' fuit infra dcm̄ Maneriū de Arpalls un̄ antiqm̄ meſſuagiū exiſten̄ teñtū cuſtomar' parcell' ejuſdem Manerij de Arpalls & dimiſs̄ & dimiſſibil' a toto tempore ſupradict' ꝑ copiā Rotulor̄ Cur' Manerij ill' ꝑ Dnm̄ ejuſdem Manerij vel ꝑ Seneſchall' ſuū Cur' Manerij ill' ꝓ tempore p̄d ad voluntat' Dn̄i ſecundū Conſ̄ dc̄i Manerij de Arpalls quodq; etiam ſepal' libi tenentes p̄d liborum teñtorum reſpective tent' de dc̄is ſepalib; Manerijs de Mildenhill Thamhill als Wammal als Twamhill & Arpalls exiſten' de eorum ſepal' teñtis ſeiſit' in dñico ſuo ut de feodo & omnes ill' quorum Stat' ipſi ſepalit' modo habent necnon p̄dc̄o tempore quo &c. habuer' in eiſdem a tempore cujus contrar' memoria non exiſt' habuet' & habere conſuever' ſimulcū p̄d' alijs tenentib; p̄d cuſtomarior̄ Meſſuagiorum tent' de Manerio de Mildenhall pred' & ſimulcū dict' ſeperalib; tenentib; dictor' ſepal' meſſuagior' dictor' Manerior' de Thamhill als Wammall als Twamhill & Arpalls reſpective parcell' & cum tenentib; dc̄i cuſtomar' meſſuagij dc̄i Manerij de Arpalls parcell' ſolam & ſepalem paſtur' p̄d' magni campi ſive parcell' terre vocat' Weſtenditch Plains als Wellſprings ꝓ omnib; averijs ſuis (ovib; porcis & juvencis vocat' Northern Steers duntaxat except') ſup eorum liba teñta reſpective levan' & cuban' quolibt anno & omni tempore anni tanq̄m ad eorum ſepalia liba teñta pred' ſpectan' & ptinen' Quodq; infra Maneriū de Mildenhall p̄d' habet' & a tempore cujus contrar' memor' hominū non exiſtit habebat' quedm̄ antiqua & laudabilis conſuetud̄ ibm per totū tempꝰ ſupradict' uſitat' & apꝓbat' videlt q̄d omnes

De quel Manor de T. temps dont &c. fueront divers auters Meſſ. deins Mildenhall- Freehold-tenements.

Et que deins M. fuit un auter Manor appell A. & que deins ceo Manor de temps dont &c. ad eſtre un Meſſ. parcel de ceo. Et auxi divers auters Freehold-Meſſ.

Que deins le Manor de M. de temps dont &c. ont eſtre divers Copyhold-Meſſ.

Que deins le dit Manor de A. de temps dont &c. ad eſtre un Copyhold Meſſ. &c.

Preſcrip' pur les dit ſeveral Tenants ſeiſie en fee d'aver le ſole Paſturage.

Que deins le Manor de M eſt un Cuſtome pur les Copyhold tenants.

D'aver le ſole & ſeveral Paſturage &c.

& ſingul' tenentes de omnibʒ & ſingulis Meſſuagijs & tenent' cuſtomar' ejuſdem Manerij de Mildenhall p̄d' & tent' de iſto Manerio per copiam Rotulor̄ Cur' pro tempore exiſten̄ pro ſe & Firmarijs ſuis habuer' & a toto tempore ſupradict' habere conſueverunt ſimulcum p̄d' alijs tenentibʒ p̄d' liberorum Meſſuagior̄ tent' de Manerio de Mildenhall p̄d' & ſimulcum dictis ſeperalibʒ teñtibʒ dc̄orum ſeperalium Meſſuagiorum dc̄orum Maneriorum de Thamhill al's Wammall al's Twamhill & Arpalls reſpective parcell' & cū tenentibʒ dc̄i cuſtomar' Meſſuagij dc̄i Manerij de Arpalls parcell' ſolam & ſeperal' paſtur' p̄d' magni campi ſive parcell' terre vocat' Weſtenditch al's Wellſprings ꝑ omnibʒ av̄ijs ſuis (ovibʒ porcis & juvencis vocat' Northern Steers duntaxat except') ſuper eorum cuſtomar' tenement' reſpective levan' & cuban' quolibt anno & omni tempore anni tanquam ad eorum ſeꝑalia Tenementa p̄d ſpectan̄ & ꝑtinen̄ Quodqʒ etiam Dñus Manerij de Arpalls exiſtens de eodem Manerio de Arpalls ſeiſit' in dñico ſuo ut de feodo & om̄es ill' quoꝝ Stat' ipſe modo habet necnon p̄d tempore quo &c. habuerit in eodem a tempore cujus contrar' memoria homin̄ non adtunc exiſtit habuere & habere conſuevet' ꝑſe & tenentibʒ ſuis cuſtomarijs de p̄d antiquo Meſſuag' exiſten̄ teñto cuſtomar' ejuſdem Manerij de Arpalls ſimulcum p̄d al' tenentibʒ p̄d liboꝝ Meſſuagioꝝ & tenement' tent' de Manerio de Mildenhall p̄d & ſimulcum dict' ſeꝑat' tenentibʒ lib̄is dcoꝝ ſeꝑat' Meſſuagioꝝ dcoꝝ Manerioꝝ de Thamhill al's Wammall al's Twamhall & Arpalls reſpective parcell' & ſimulcum ſeparal' tenentibʒ dcoꝝ Cuſtomarioꝝ Meſſuagioꝝ & Teñtoꝝ tent' de Manerio de Mildenhall ſolam & ſeꝑal' paſturam p̄d magni campi ſive ꝑcell' terre vocat' Weſtenditch Plains al's Wellſprings ꝑ omnibʒ av̄ijs ſuis (ovibʒ porcis & juvencis vocat' Northern Steers duntaxat except') ſuꝑ eoꝝ tenement' reſpective levan̄ & cuban̄ quolibt anno & omni tempore anni tanquam ad eoꝝ ſeꝑalia tenementa p̄d ſpectan̄ & ꝑtinen̄ q̄dqʒ ante p̄d tempꝰ quo &c. ſepes foſſat' fenſur' & janue p̄d levat' fuer' infra p̄d magnū campū ſive parcell' terre vocat' Weſtenditch Plains al's Wellſprings in nocument' dampnū & ꝑjudicm̄ paſtur' & herbe in eodm̄ campo vocat' Weſtenditch Plains al's Wellſprings creſcen̄ ꝑ quod p̄d tenent' meſſuagior' & tentor' libor' & cuſtomar' tent' de ſeꝑalibʒ Manerijs p̄d ſolam & ſeꝑal' paſtur' ſuam p̄d ibm habere ſeu gaudere non potuer' Ac ſi ſepes foſſat' fenſur' & janue p̄d interim levat' fuerint talis levac̄o eorundem foret & erit ad nocument' dampnū & ꝑjudicm̄ paſture & herbe in eodem magno campo vocat' Weſtenditch Plains al's Wellſprings creſcen̄ ꝑ q̄d ijdem tenentes teñtor' libor' & cuſtomarior' p̄d ſolam & ſeperal' paſtur' ſuam p̄d habere & gaudere non poſſunt in tam amplis

Que le Seigneur de Manor de A. &c. dont &c. ont pur eux & lour tenants del dit cuſtomary Meſſ. de A.

Le ſole & ſeveral Paſturage.

Que les fences &c. fueront levie al dam' de lour Paſture iſſint que ils ne puiſſoient aver lour ſeveral Paſture.

modo & foꝛma ꝓut habere & gaudere debent Et hoc iidem Inhabitañ parat̃ ſunt ꝟificare unde pet̃ Judicm ſi ipſi p̃d ſexcent̃ ꝑticat̃ ſepm foſſat̃ fenſur̃ & januar' ſic ut p̃fertur ſuppōit' fuiſſe ꝓſtrat̃ ad cuſtag' ſua ꝓpr' levare onerari debent Et quoad dampna que p̃d Nichus Malabar ſuſtinuiſſet occōne ꝓſtracon ſepiũ foſſat̃ fenſur̃ & januar̃ p̃d ulterius dic' qd p̃d Nichus ſuſtinuit dampna occōne ꝓſtracon ſepium foſſat̃ fenſur̃ & januar̃ p̃d ad valenc' quinqȝ ſolid & non ampliꝰ quos quidm quinqȝ ſolid iidm Inhabitan parati fuer̃ ad ſolvend eidem Nicho & denar̃ ill' hic in Cur̃ ꝓferunt parate foꝛe ſolvend eidem Nicho ſi ipſos acceptare voluerit Abſqȝ hoc qd p̃d Nichus ſuſtinuit dampna occōne ꝓſtracōnis p̃d ad ſummam quadꝛagint̃ & quinqȝ libr' novem ſolid & duor' denar' ſeu ad aliquam aliam denar̃ ſummam quãcunqȝ ultra p̃d quinqȝ ſolid modo hic in Cur' ꝓlatos Et hoc parat̃ ſunt ꝟificare ꝓut Cur̃ &c. unde pet̃ Judicm &c.

Et iſſint demand Judgment ſi, &c.

Que le dit Malabar ad ſuſteine dam. al value de 5 s. nient pluis queux 5 s. il tender &c.

Travers que ad ſuſteine dam' &c. al value de 4 l. 9 s. 2 d. ou aut' ſums ouſter les dits 5 s.

Et p̃d Nichus Malabar ꝑ Simon Harcourt Attoꝛn ſuũ adtunc ven' & dic' qd Inhabitan de Lakenheath Jocklington Criſwell Barton Woꝛlington & Freckenham ꝑ aliqua ꝑ ipſos ſuperius pl̃itando allegat̃ Sepes foſſat̃ fenſur' & januam p̃d ad ꝓpꝛia ſua cuſtag' levand ſeu dampna p̃d ſolvend exonerari non debent quia dicit qd diu ante p̃d tempꝰ quo ſuppōit̃ ꝓſtracon & implecon ſepium foſſat̃ fenſuroꝝ & janue p̃d fieri quidm Henr' Noꝛth Barr' ſeiſit̃ fuiſſet de & in p̃d Manerio de Mildenhall cum ꝑtiñ unde p̃d magnꝰ campꝰ vocat' Weſtenditch Plains al's Wellſprings fuit cōmunis paſtur' & eſt & p̃dc̄o tempoꝛe quo &c. nec a tempoꝛe cujus contrar̃ memoꝛia homiñ non exiſtit fuit ꝑcell' in dñico ſuo ut de feodo Quodqȝ p̃d magnꝰ campꝰ continet & p̃d tempoꝛe quo &c. continebat in ſe centum & ſexagint' acras paſture cum ꝑtiñ in Mildenhall p̃d Quodqȝ p̃d antiqua meſſuagia liƀa & tẽnta cuſtomar'. parcell' p̃d Manerij de Mildenhall cum ꝑtin Maneria de Thamhill al's Wammall al's Twamhall & Arpalls cum ꝑtin tenent̃ & p̃dc̄o tempoꝛe quo &c. tenebant̃ & a toto tempoꝛe ſupꝛadict̃ tent̃ fuer̃ de p̃d Manerio de Mildenhall in feodo ſimplici ꝑ ſepal' reddit' & ſervic' ejuſdem Manerij parcello Et p̃d Henr' Noꝛth de pꝛed' Manerio de Mildenhall cum ꝑtin' ſic ſeiſit̃ exiſten' ante p̃d tempus quo &c. incluſit ſepibȝ foſſatis januis & al' fenſur̃ vigint' acras paſtur' p̃d magni campi tenend in ſepalitate ad ꝓpꝛium uſũ ipſius Henr' Noꝛth Et deinde ſeipſum appꝛuabat de cōmuni paſtur' p̃d juxta foꝛmam Statut̃ in Parliamento Edwardi nuꝑ Regis Anglie pꝛimi apud Weſtm in Com Midd anno regni ſui decimo tertio tent̃ edit̃ & ꝓviſ & juxta foꝛmam ejuſdem Statut' reliquit tenentibȝ ejuſdem Henr' Manerij ſui p̃d cum ꝑtin' & cōmuniam paſtur' in dicto magno campo habentibȝ ſufficien cōmuniam

Replic'.

Que Sir H. North ſuit ſeiſie en fee de dit Manor de Mildenhall. de que Weſtenditch Plains eſt un parcell.

Le quel parcel conteine 160 acres.

Que les dits frank & cuſtomary Meſ. parcel de Manor de M. & les Manors de T. & A. ſont tenus del Manor de M. &c.

Que le dit Sir H N. approve 20 acr' accordant al Stat.

Suffic' Com' relic' al Commoners.

Sir H. N. 1 Mar. 31 Car. 2. enfeoffe Malabar de les dits 20 acr’ habend a luy & ſes heirs.

Al uſe de luy & ſes heirs omit.

Travers de Preſcript’ & cuſtoms allege per les Inhabitants.

2 Travers del cuſtom, &c.

paſture teñtib; ſuis in reſid ejuſdem magni campi libis ingreſs & regreſs ad utend’ cōmunia ſua paſtur’ ibm ꝓut ei bene licebat Cujus p̃textu p̃d’ Henr’ North fuit ſeiſit de eiſdem viginti acr paſtur’ cum ptin’ in dñico ſuo ut de feodo in ſeparalitate ꝑ ſe & diviſis & ſeparat a reſid’ p̃d’ magni campi per ſepes foſſat januas & al’ fenſur’ p̃d’ Et ſic inde ſeiſit exiſten’ p̃d’ Henr’ North poſtea & ante p̃d’ temp⁹ quo &c. ſcilt primo die Marcij anno regni nr̃i nunc triceſimo primo feoffavit p̃d Nichm’ Malabar de p̃d’ vigint’ acr’ paſtur’ cum ptin’ habend’ & tenend’ eidem Nicho heredib; & aſſign’ ſuis imppetuum p̃textu cujus idem Nichus in p̃d’ vigint’ acr’ paſtur’ cum ptin’ intravit & fuit inde ſeiſit in dñico ſuo ut de feodo in ſepalitate ꝑ ſe & diviſ̃ & ſepat a p̃d’ reſid’ p̃d’ magni campi ꝑ ſepes foſſat januas & al’ fenſur’ p̃d’ quouſq; p̃d’ malefactores & pacis dc̃i Dni Regis nunc pturbatores p̃d’ diebus & vicibus in Inquiſic̃one pred’ menc̃onat vi & armis & cum multitudine gentium pred’ ſercent ptical ſepm’ foſſat & fenſurar’ & pred’ januam ipſius Nichi Malabar noctanter ꝓſtraver’ & implever’ modo & forma ꝓut ꝑ Inquiſic̃onem pred’ ſupius compt fuit Abſq; id’ qd’ ſepal libi tenentes pred’ libror’ teñtor’ reſpective tent de dc̃is ſepalib⁹ Manerijs de Mildenhall Thamhill als Wammall als Twamhill & Arpalls de eorum ſepat teñtis ſeiſit in dñico ſuo ut de feodo & omnes ill’ quorum Stat ipſi ſepalit modo habent & pred’ tempore quo &c. habuer’ in eiſdem a tempore cujus contrar’ memoria hominū non exiſtit habuer’ & habere conſuever’ ſimulcū pred’ alijs tenentibus pred’ cuſtomarior’ meſſuagior’ tent de Manerio de Mildenhall pred’ & ſimulcum pred’ ſeperalibus teñtibus dictor’ ſeperal’ meſſuagiorum dictorum Maneriorum de Thamhill als Wammall als Twamhill & Arpalls reſpective parcell & cū tenentibus dc̃i meſſuagij cuſtomarij dc̃i Manerij de Arpalls parcell’ ſolam & ſeperal’ paſtur’ pred’ magni campi ſive parcell’ terre vocat Weſtenditch Plains als Wellſprings ꝓ omnibus avijs ſuis (ovibus porcis & juvencis vocat Northern Steers duntaxat except) ſuper eorum libera teñta reſpective levan’ & cuban’ quolibet anno & omni tempore anni tanquam ad eorum ſeperalia libera teñta pred’ ſpectan’ & pertinen’ Et abſq; hoc qd’ infra Manerium de Mildenhall pred’ adtunc & a toto tempore cujus contrar’ memoria homin’ non exiſtit habebat’ quedm’ antiqua & laudabil’ conſuetud’ ibm per totum tempus pred’ uſitat & apꝓbat videl q̃d om̃es & ſingul’ tenentes de om̃ibus & ſingulis meſſuagijs & teñtis cuſtomar’ ejuſdem Manerij de Mildenhall pred’ & tent de iſto Manerio per copiam rotulorum Cur’ ꝓ tempore exiſten’ pro ſe & firmar’ ſuis habuer’ & a toto tempore ſupradict habere conſuever’ ſimulcum pred’ al’ tenentibus pred’ libor’ meſſuagior’ tent' de Manerio de Mildenhall pred' & ſimulcum dc̄is ſeperalibus tenentibus dictorum ſeperal' meſſuagiorum dc̄orum Maneriorum de Thamhill al's Wammal al's Twamhill & Arpalls reſpective parcell' & cum teñentibus dicti cuſtomar' meſſuagij dc̄i Manerij de Arpalls parcell' ſolam & ſeperal' paſtur' pred' magni campi ſive parcell' terre vocat' Weſtenditch Plains al's Wellſprings pro omnibus av̄ijs ſuis (ovibus porcis & juvencis vocat' Northern Steers duntaxat except') ſuper eorum cuſtomar' teñta levan' & cuban' quolibet anno & omni tempore anni tanquam ad eorum ſeperalia teñta pred' ſpectan' & pertinen'

3 Travers.

Et abſq; id' qd' Dñus dc̄i Manerij de Arpalls pro tempore exiſten' de eodem Manerio ſeiſit' in dñico ſuo ut de feod' & omnes ill' quorum ſtatum ipſe modo habet & predc̄o tempore quo &c. habuit in eodem a tempore cujus contrar' memoria hominum non exiſtit habuer' & habere conſuever' pro ſe & tenentibus ſuis cuſtomar' de predc̄o antiquo meſſuagio exiſten' teñto cuſtomar' ejuſdem Manerij de Arpalls ſimulcum pred' alijs tenentibus pred libor' meſſuagior' & teñtor' tent' de Manerio de Mildenhall pred' & ſimulcum pred' ſeperalibus tenentibus libis dc̄orum ſeperal' meſſuagiorum dc̄orum Maneriorum de Thamhill al's Wammall al's Twamhill & Arpalls reſpective parcell' & ſimulcum ſeperalibus tenentibus dictorum cuſtomar' meſſuag' & teñtorum tent' de Manerio de Mildenhall pred' ſolam & ſeperal' paſtur' pred' magni campi ſive parcell' terre vocat' Weſtenditch Plains al's Wellſprings pro omnibus averijs ſuis (ovibus porcis & juvencis vocat' Northern Steers duntaxat except') ſuper eorum teñta reſpective levan' & cuban' quolibt anno & om̃i tempore anni tanquam ad eoꝝ ſeꝑalia teñta p̃d ſpectañ & ꝑtineñ

Rejoinder. Per que Iſſue eſt priſe ſur les dits ſeveral Traverſes.

Rejoinder al 1 Travers.

Et p̃d Inhitan' de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham ut prius dicunt qd̄ ſeperal' libi teñtes p̃d liboꝝ tenementoꝝ reſpective tent' de dc̄is ſeperalibʒ Manerijs de Mildenhall Thamhill al's Wammall al's Twamhill & Arpalls exiſten' de eoꝝ ſeperal' teñtis ſeiſit' in dñico ſuo ut de feodo & omnes illi quoꝝ Stat' ipſi ſeperalit' modo habent & p̃dc̄o tempore quo &c. habuer' in eiſdem a tempore cujus contrar' memoria hominu' non exiſtit habuer' & habere conſuever' ſimulcū p̃d' alijs tenentibʒ p̃dcoꝝ cuſtomar' meſſuagiorum tent' de Manerio de Mildenhall p̃d' & ſimulcum p̃d' ſeperalibʒ tenentibʒ dc̄orum ſeperal' meſſuagiorum dictorum Maneriorum de Thamhill al's Wammall al's Twamhill & Arpalls reſpective parcell' & cum teñentibʒ dc̄i meſſuagij cuſtomar' dc̄i Manerij de Arpalls parcell' ſolam & ſeperal' paſtur' p̃d' magni campi ſive parcell' terre vocat' Weſtenditch Plains al's Wellſprings p omnibʒ av̄ijs (ovibʒ porcis & juvencis vocat' Northern Steers duntaxat except') ſuper eorum liba tẽnta reſpective levan' & cuban' quolibt anno & omni tempore anni tanquam ad eorum ſeperalia liba tenementa p̄d' ſpectan' & pertinen' modo & forma ꝓut ipſi inhitant' ſuperius placitaver' Et de hoc pon' ſe ſuper priam' Et p̄d' Nichus Malabar ſilit' &c.

Rejoinder al 2 Travers.

Et ulterius ijdem Inhitan' ut prius dicunt q̄d' infra p̄d' Manerium de Mildenhall habet' & a toto tempore cujus contrar' memoria hominū non exiſtit habebat' talis conſuetud' ibm per totum p̄d' tempꝰ uſitat' & approbat' q̄d omnes & ſingul' tenentes de omnibꝫ & ſingulis meſſuagijs & tẽntis cuſtomar' ejuſdem Manerij de Mildenhall p̄d' & tent' de ipſo Manerio per copiam Rotulorum Cur' ꝓ tempore exiſten' ꝓ ſe & firmar' ſuis habuer' & a toto tempore ſupradict' here conſuever' ſimulcum p̄d' al' tẽntibus p̄d' liborum meſſuagiorum tent' de Manerio de Mildenhall p̄d' & ſimulcum dc̄is ſeperalibus tenentibus dictorum ſeperal' meſſuagiorum dictorum Maneriorum de Thamhill als Wammall als Twamhill & Arpalls & cum tenentibus dict' cuſtomar' meſſuag' dc̄i Manerij de Arpalls parcell' ſolam & ſeperalem paſtur' p̄d' magni campi ſive parcell' terre vocat' Weſtenditch Plains als Wellſprings ꝓ omnibus aꝟijs ſuis (ovibus porcis & juvencis vocat' Northern Steers duntaxat except') ſuper eorum cuſtomar' tenement' levan' & cuban' quolibet anno & omni tempore anni tanquam ad eorum ſeperal' tẽnta p̄d' ſpectan' & pertinen' modo & forma ꝓut ipſi Inhitan' ſuperius placitaver' & de hoc pon' ſe ſuper priam' Et p̄d' Nichus Malabar ſilit' &c.

Rejoinder al 3 Travers.

Et ulterius ijdem Inhitan' ut prius dic' q̄d p̄d' Dn̄us pred' Manerij de Arpalls ꝓ tempore exiſten' de eodem Manerio ſeiſit' in dn̄ico ſuo ut de feodo & omnes ill' quorum Stat' ipſe modo habet & pred' tempore quo &c. habuit in eodem a tempore cujus contrar' memoria hominū non exiſtit habuer' & here conſuever' ꝓ ſe & tenentibꝰ ſuis cuſtomar' ejuſdem Manerij de Arpalls ſimulcum pred' al' tenentibꝰ pred' liborum meſſuagiorum & tẽntorum tent' de Manerio de Mildenhall pred' & ſimulcum pred' al' ſeperal' tenen' libis dc̄orum ſeperal' meſſuagiorum dc̄orum Maneriorum de Thamhill als Wammall als Twamhill & Arpalls reſpective parcell' & ſimulcum ſeperal' tenent' dc̄orum cuſtomar' meſſuagiorum & tenement' tent' de Manerio de Mildenhall pred' ſolam & ſeperal' paſtur' pred' magni campi ſive parcell' terre vocat' Weſtenditch Plains als Wellſprings ꝓ omnibus aꝟijs ſuis (ovibꝰ porcis & juvencis vocat' Northern Steers duntaxat except') ſuper eorum tẽnta reſpective levan' & cuban' quolibt anno & omni tempore anni tanquam ad eorum ſeperal' tenementa pred' ſpectan' & pertinen' modo & forma ꝓut pred' Inhitan' ſuperius placitaver' Et de hoc pon' ſe ſuper priam' Et pred' Nichus ſilit' &c. Jō ad triand' tam exit' iſtum

Venire fac' agard.

quā pred' al' exit̄ ſuperius junct̄ precept̄ eſt Vic' Com pred' q̄d non omitt' &c. quin Venir' fac' coram Dn̄o Rege a die Sc̄e Trinitat' in tres ſeptiman' ubicunq; &c. duodecim &c. de viſn' de Mildenhall pred' in Com pred' per quos &c. Et qui &c. ad recogn' &c. Quia tam &c. Idem dies dat' eſt tam Samueli Aſtrey Ar' qui ſequitur &c. Et pred' Nicho Mallabar quā pred' Inhitan' Vill' de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham &c. Ad quaſquidam tres ſeptiman' Sc̄e Trinitat' coram dicto Domino Rege apud Weſtm ven' tā prefat' Samuel' Aſtry Ar' qui ſequitur &c. Et pred' Nichus Malabar quā pred' Inhitan' Vill' de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham per Attorn' ſuū pred' Et Vic' retorn' nomina duodecim Jur' quorum null' &c. Jō precept̄ eſt Vic' Com pred' q̄d non omitteret quin Diſtring' eos per om̄es terr' &c. Et qd' de exitibꝰ &c. Et q̄d habeat corpora eorum coram dicto Dn̄o Rege a die Sc̄i Michis in tres ſeptiman' ubicunq; &c. in Angl' vel coram Juſtic' dicti Domini Regis ad Aſſias in Com Suff. pred' capiend' aſſign' ſi prius die Jovis viceſimo primo die Julij apud Bury Sc̄i Edmundi in Com Suff. pred' per formam Statut̄ &c. ven' ꝓ defectu Jur' &c. Jō Vic' habeat corpora &c. ad recogn' in forma pred' &c. Idem dies dat̄ eſt tā prefat' Samuel' Aſtry Ar' qui ſequitur &c. Et pred' Nicho Malabar quā pred' Inhitan' Vill' de Lakenheath Jockingham Criſwell Barton Worlington & Freckenham &c. Ad quaſquidm tres ſeptiman' Sc̄i Michis coram dicto Domino Rege apud Weſtm ven' tā prefat' Samuel' Aſtry Ar̄ qui ſequitur &c. Et pred' Nichus Malabar per Attorn' ſuū pred' quā pred' Inhitan' Vill' de Lakenheath Jocklingham Criſwell Barton Worlington & Frakenham per Attorn' ſuū pred' & prefat̄ Juſtic' coram quibꝰ &c. adtunc miſer̄ hic Record' ſuū coram eis habit̄ in hec verba.

Diſtringas, &c.

Hab. corpora.

Le Poſtea.

Poſtea die & loco infracontent̄ corā Willo Mountague Capitali Baron' Scaccarij nri & Hugon' Wyndham Milit̄ un' Juſtic' dicti Domini Regis de Banco Juſtic' ad Aſſias in Com Suff. capiend' aſſign' per formā Statut̄ &c. ven' tā prefat̄ Samuel Aſtry Ar̄ qui ſequitur &c. Et pred' Nichus Malabar per Attorn' ſuū infracontent quā infraſcript̄ Inhitan' de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham per Attorn' ſuū infracontent̄ Et Jur̄ Jurd unde infra fit menc̄o exact' ſitit̄ ven' Et ſuper hoc publica ꝓclamac̄o pred' facta fuit hic in Cur' ꝓ Domino Rege ꝓut mos̄ eſt qd' ſi aliquis qui Juſtic' pred' Servien' dicti Domini Regis ad Legem Attorn' General' dicti Domini Regis aut Jur' Jurd pred' de premiſſ̄ infracontent̄ informare vellet veniret & audiret Et Robtus Wright

Verdict pur Malabar.

Wright Miles un̄ Servien̄ dicti Domini Regis ad legem ad hoc faciend̄ ſe obtulit Suꝑ quo ꝓceſs' eſt ad capcon̄ Jur' p̃d ꝑ Jur' p̃d modo compꝑen̄ qui ad ṽitat' de p̃miſs' infracontent' dicend̄ electi triati & jurat' dicunt ſuꝑ ſacrm̄ ſuũ p̃d qd ſepal' libi tenentes p̃dcoꝝ liboꝝ teñtoꝝ reſpective tent' de dcis ſepalibȝ Manerijs de Mildenhall Thamhill als Wammall als Twamhill & Arpalls exiſten̄ de eoꝝ ſepal' teñtis ſeiſit' in dñico ſuo ut de feodo & om̃es illi quoꝝ ſtatu ipſi ſepalit' modo habent & p̃dco tempoꝛe quo &c. habuer' in eiſdem a tempoꝛe cujus contrar' memoꝛia hominum non exiſtit non habuer' nec habere conſuever' ſimulcum p̃d alijs tenentibȝ p̃dcoꝝ cuſtomarioꝝ meſſuagioꝛum tent' de manerio de Mildenhall p̃d & ſimulcum p̃d ſepalib⁹ teñtib⁹ dcoꝝ ſepal' meſſuagioꝝ dcoꝝ manerioꝝ de Thamhill als Wammall als Twamhill & Arpalls reſpective ꝑcell' & cum tenentib⁹ dci meſſuagij cuſtomar' dci manerij de Arpalls parcell' ſolam & ſeperal' paſtur' p̃d magni campi ſive parcell' terre vocat' Weſtenditch Plains als Wellſprings ꝓ omnib⁹ aꝟijs ſuis (ovib⁹ poꝛcis & juvencis vocat' Northern Steers duntaxat except') ſuꝑ eoꝝ liba teñta reſpective levan̄ & cuban̄ quolibt anno & omni tempoꝛe anni tanquam ad eoꝝ ſeperalia liba teñta p̃d ſpectan̄ & pertinen̄ modo & foꝛma ꝓut p̃d Inhitan̄ interius rejungendo allegaver' Et ulterius Jur' p̃d dicunt ſuper ſacrm̄ ſuũ p̃d q̃d infra p̃d manerium de Mildenhall non habetur nec a toto tempoꝛe cujus contrar' memoꝛia hominũ non exiſtit habebatur talis conſuetud' ibm ꝑ totum temp⁹ p̃d uſitat' & apꝓbat' q̃d om̃es & ſinguli tenentes de omnib⁹ & ſingulis meſſuag' & tenementis cuſtomar' ejusqem manerij de Mildenhall p̃d & tent' de iſto manerio per copiam Rotuloꝝ Cur' ꝓ tempoꝛe exiſten̄ ꝓ ſe & firmar' ſuis habuer' & a toto tempoꝛe ſuꝑdicto habere conſuever' ſimulcum p̃d al' teñtibȝ p̃d liboꝝ meſſuagioꝛum tent' de manerio de Mildenhall p̃d & ſimulcum dcis ſepal' tenent' dcor' ſeperal' meſſuagior' dcor' manerior' de Thamhill als Wammall als Twamhill & Arpalls reſpective parcell' & cũ tenent' dict' cuſtomar' meſſuag' dci manerij de Arpalls parcell' ſolam & ſeperal' paſtur' p̃d magni campi ſive parcell' terre vocat' Weſtenditch Plains als Wellſprings ꝓ omnibȝ aꝟijs ſuis (ovibȝ poꝛcis & juvencis vocat' Northern Steers duntaxat except') ſuper eoꝛum cuſtomar' tenementa levan̄ & cuban̄ quolibt anno & omni tempoꝛe anni tanquam ad eoꝛum ſeperal' tenementa p̃d ſpectan' & ꝑtin' modo & foꝛma ꝓut ipſe Inhitantes de Lakenheath Jocklingham Criſwell Barton Woꝛlington & Freckingham interius rejungendo allegaver' Et ulterius Jur' p̃d ſuper ſacrm̄ ſuũ p̃d ulterius dicunt q̃d Dñus dci manerij de Arpalls ꝓ tempoꝛe exiſten' de eodem manerio ſeiſit' in dñico ſuo ut de feodo & omnes illi quorum Stat ipſe modo habet & p̄d tempore quo &c. habuit in eodem a tempore cujus contrar' memoria hominū non exiſtit non habuer' nec habere conſuever' ꝓ ſe & tenentibꝫ ſuis cuſtomar' de p̄d antiquo meſſuagio exiſten' tent' cuſtomar' ejuſdem manerij de Arpalls ſimulcum p̄d al' tenent' p̄d libor' meſſuagior' & tenementor' tent' de manerio de Mildenhall p̄d & ſimulcum p̄d ſeperal tenentibꝫ libis dc̄or' ſeperal' meſſuagior' dc̄or' manerior' de Thamhill als Wammall als Twamhill, & Arpalls reſpective parcell' & ſimulcum ſeperal' tenent dc̄orum cuſtomariorum meſſuagiorum & tenement' tent' de manerio de Mildenhall p̄d ſolam & ſeperal' paſtur' p̄d magni campi ſive parcell' terre vocat' Weſtenditch Plains als Wellſprings ꝓ omnib⁹ avijs ſuis (ovib⁹ porcis & juvencis vocat' Northern Steers duntaxat except'). ſuper eorum teñta reſpective levan' & cuban' quolibt anno & omni tempore anni tanquam ad eorum ſeperal' tenementa p̄d ſpectan' & pertin' modo & forma ꝓut p̄d Inhitan' de Lakenheath Jocklington Criſwell Barton Worlington & Freckengam interius rejungendo allegaver' Et Jurator' p̄d ulterius dicunt ſuper ſacrm̄ ſuū p̄d q̄d p̄d Nichus Malabar occ̄one p̄d ſuſtinuit dampna ad quadragint' & quinq; libr' & novem ſolid & duos denar' Et ſuper hoc p̄d Nichus Malabar nullo habito reſpectu ad dampnū p̄d per Jur' p̄d ad Aſſiaſ p̄d in forma p̄d compert' pet' Judicm̄ ſuper Veredicto p̄d

Le Judgment.

Jō conſ̄ eſt q̄d dcī hōies Inhitantes de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham diſtringantur levare foſſat' ſepes & januam p̄d ad cuſtos ſuos ꝓpr' Et q̄d reſtituant eidm̄ Nicho Malabar dampna occ̄one pred̄ per Inquiſic̄on' ſuperius primo aſſeſ' & pred̄ hōies Inhitantes in mia &c.

Execution

Tibi igitur precipim̄ q̄d non omitt' ꝓpt' aliqm̄ libtat' in balłia tua quin de bonis & catallis pred̄ Inhitan' Villat' de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham fieri fac' pred̄ quadragint' quinq; libr' & novem ſolid & duos denar' Et denar' ill' habeas coram nobis in Octab Scī Hillarij Ubicunq; tunc fuerimus in Angl' ad reddend' prefat' Nicho Malabar de dampnis ſuis pred̄ Precipim̄ etiam tibi q̄d non omitt' ꝓpt' aliqm̄ libtat' in balłia tua quin Diſtring' pred̄ Inhitan' Villat' de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham per omnes terr' & catalla ſua in balłia tua ita quod nec ipſi nec aliquis per ipſos ad ea manū appon' donec aliud a nob̄ inde h̄ueris Precept' Et quod de exit' eorundem nobis reſpond̄ Ita q̄d ipſi ſepes foſſat' muros januas repagul' & ſcalas pred̄ ſic ut prefertur ꝓſtrat' exiſten' ſumptib⁹ cuſtag' & expenſ̄ ſuis ꝓpr' levant ſi prius per ipſos bene & ſuffi-

cient' levat' non fuerint Et qualiter hoc precept̄ noſtr' fuerit execut̄ conſtat̄ fac' nobis ad prefat' Terminū hoc b̄re nrm̄ nobis tunc remittend'. T. F. P.

JEo aye view le primer Draught d'un Briefe, que iſſue ſur le Jugement devant, en que tout le Record de ceo forſq; le primer Briefe fuit *verbatim* recite; mes ceo enſuen Briefe fuit peruſe & correct per Sir *John Holt* ore C. J. de *B. R.* ove ſon proper main, & verament fait un Briefe, lou fuit devant un tedious & prolix Hiſtory a nul purpoſe; quel Briefe iſſint correct icy enſuiſt.

Briefe al Vic' de Suff. Recitant que auter Briefe hors de Chanc' le nuper Vic' fuit command d'enquir' queux maleſeſors ont proſtern les fences &c. de Nich. Malabar al Mildenhall nuper erect &c.

Oue le nuper Vic' ret' un Inquiſition 19 May 32 Car. 2. Per que fuit trove que maleſeſors ignot' ont proſtrat 600 pearches &c. en le dit brief mention.

Suff. ſſ. Carolus ſecundus Dei Gra Angl' Scoc' Franc' & Hibnie Rex Fidei Defenſor &c. Vic' Suff. ſaltm̄ Cum nuper per b̄re nrm̄ e Cur' Cancellar' nrā emanen̄ Robto Brooke Bar̄ nuper Vic' Com̄ tui p̄cepimus q̄d ꝑ ſacrm̄ ꝓborum & legaliū hominū de Com̄ tuo per quos rei veritas melius ſcite potuiſſet diligenter inquir̄ qui malefc̄tores & pacis nrē perturbatores apud paroch de Mildenhall in Com̄ tuo vi & armis ſepes foſſat' muros januas repagul' & ſcalas Nichī Malabar Gen̄ ibm nuper ꝑ ipm̄ levat̄ & erect' noctanter aut tali tempore quo fcā eor̄ ſcir' non credebant ꝓſtraviſſent & impleviſſent & al' enormia ei intuliſſent ad grave dampnū ipſius Nichī & contra pacem nram̄ Ac ſi p̄d Nichus fecerit p̄fat' nuper Vic' ſecur' de clamore ſuo ꝓſequendo tunc idem nuper Vic' poneret per vad' & ſalvos pleg' oēs ill' quos culpabiles inde invenerit q̄d eſſent coram nobis ad certum diem jam p̄terit̄ ubicunq; tunc fuerm̄ in Angl' ad reſpondend̄ tam nobis de pace nrā fract' quam p̄d Nicho Malabar de tranſgr̄ p̄d Dc̄uſq; nuper Vic' ad diem ill' nobis retorn' quandm̄ Inquiſicon' indentat capt' coram eo apud Mildenhall in Com̄ p̄d 29 die Maij anno regni nrī 32. Virtute bris p̄d per ſacrm̄ duodecim Jur' ꝓbor' & legalium hominum de eodem Com̄ p̄d per quam compert' fuit q̄d quidam malefc̄tores & pacis nrē perturbator' Jur̄ p̄d om̄io ignot̄ primo die April' anno regni nrī 31. & diūſis dieb; & vicib; inter dcm̄ primū diem April' & decimū diem Maij anno regni nrī 32. apud paroch de Mildenhall p̄d vi & armis & cum multitudine gentium ignot' 600 perticat̄ ſepm̄ foſſator̄ & cenſurat̄ & unam januam ipſius Nichi Ma-

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labar in eodem bře nōiat apud Mildenhall p̄d nup levat̄ in noctib⁹ & al' temporib; dcoꝝ dieꝝ quib⁹ fcã eoꝝ ſcit̄ non potuer̄ ꝓſtraviſſent ad grave dampnū dcī Nichī Malabar ſed qui ill' ſepes foſſat̄ fenſur̄ januam vel aliq̄m partem eoꝝdem ſic ꝓſtraviſſent Jur' p̄d adtunc penitus ignorabant ꝓut per inſpeccon' p̄d Bris̄ & Inquiſicon' ult' p̄d per p̄fat̄ nuper Vic' virtute bris̄ p̄d ult̄ mencōnat̄ corā nobis retornat̄ & ibm de recordo jam remanen' conſtat manifeſte p̄fat̄ nuper Vic' Com tui p̄cepimus q̄d non omitteret ꝓpter aliq̄m libtatē in ballia ſua quin diſtringat propinquas Villat̄ ſepibus foſſat̄ fenſur' & janue predict̄ circumadjacen̄ ad ſepes foſſat̄ fenſur̄ & januam pred̄ ſic ꝓſtrat̄ levand̄ ad cuſtag' ſua ꝓpt̄ Cumq; inſup per idm bře nrm eidm ult̄ mencōnat̄ nuper Vic' p̄cepim⁹ q̄d per ſacrm ꝓboꝝ & legliū homin' de Com̄ tuo per quos rei veritas melius ſcit̄ potuiſſet diligenter Inquir' que dampnū p̄d N. M. ſuſtinuiſſet occōne ꝓſtracon' p̄d 600 perticat̄ ſepiū foſſat̄ & fenſur̄ & janue & dampnū ill' eidem N. M. reſtitueret Et qualiter p̄cept̄ illud foret execut̄ nobis conſtat̄ fac' a die Scī Michis in tres ſeptimanū tunc ꝓr' ſequen' ubicunq; tunc forem̄ in Angl' ſub ſigillo ſuo & ſigillis eorum per quorum ſacrm̄ Inquiſicon' p̄d caperet illud bře nrm̄ nobis tunc remitten̄ Idemq; nuper ult̄ mencōnat̄ Vic' nobis retorn' q̄d Villat̄ de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham in Com̄ ſuo p̄d fuer̄ ꝓpinq; Villat̄ ſepib⁹ foſſat̄ fenſur' & janue p̄d circumadjacen' q̄dq; per quandm̄ Inquiſicon' indentat' capt' coram eodem nuper Vic' apud Bury Scī Edmundi in Com̄ tuo p̄d primo die Julij anno regni noſtri 32. Virtute p̄d bris̄ nrī ei inde direct̄ & Inquiſicon' p̄d annexat̄ per ſacrm̄ 12 Jur' ꝓboꝝ & legaliū homin' de ballia ſua compert' extitit q̄d p̄d N. M. in eodem brī ult' ſpecificat̄ ſuſtinuiſſet dampnū occōne p̄miſſorum in brī p̄d mencōnat̄ ad 45 l. 9 s. 2 d. Et ulteri⁹ ſuper brē illudidem nuper Vic' retorn̄ q̄d brē ill̄ adeo tarde ei delibat̄ fuit q̄d ꝓpter brevitat̄ temporis ill' dco N. M. reſtituere non potuit ꝓut per inſpeccon' dcī bris̄ de Diſtringas & retorn' ejuſdem & Inquiſicon' pred' per eundem nuper Vic' Virtute ejuſdem Bris̄ ult' mencōnat̄ corā nobis retorn' & ibm de recordo ſimiliter remanen̄ nobis manifeſte conſtat Cumq; etiam taliter ꝓceſs' fuit in Cur' nrã coram nobis apud Weſtm̄ in Termino Scī Michaelis anno regni nrī 33. q̄d conſiderāt̄ fuit q̄d pred' homines Inhitantes de Lakenheath &c. diſtringantur levare foſſat̄ ſepes & januam pred̄ ad cuſtagia ſua ꝓpr' & q̄d reſtituant eidem N. M. dampnū pred̄ per Inquiſicon' p̄d ſuperius aſſeſs' Tibi igitur precipimus q̄d' non omitt̄ ꝓpter aliq̄m libtat̄ in ballia tua quin

Diſtringas ove un non omittas &c.

Recital de Briefe d'Enquiry de les dam' ſuſtein per Malabar.

Sur que le dit nuper Vic' ad retorn' que Lakenheath &c. fueront les prochein Vills, &c. Et auxi ad retorn' un Inquiſition per que fuit trove que M. ad ſuſteine damage ad 45 l. 9 s. 2 d.

de bonis & catallis pred' Inhitan' Villat de Lakenheath Jocklingham Criſwell Barton Worlington & Freckenham fieri fac p̄d 45 l. 9 s. 2 d. & denar' ill' heas coram nobis in Octab Sc̄i Hillarij ubicunq; tunc fuerimus in Angl' ad reddend p̄fat N. M. de dampn̄ ſuis p̄d p̄cipimus etiam tibi quod non omitt' ꝓpter aliqm̄ libtat in ballia tua quin diſtring' p̄d inhitan' Villat de Lakenheath &c. ꝑ oves terras & catalla ſua in ballia tua Ita q̄d nec ipſi nec aliquis ꝑ ipſos ad ea manū appon' donec aliud a nobis inde habueris p̄cept Et q̄d de exit eorundm̄ nobis reſpond Ita q̄d ipſi ſepes foſſat' muros januas repagul' & ſcalas pred ſic ut p̄fertur ꝓſtrat exiſten' ſumptib9 cuſtag' & expens ſuis ꝓpr levarent ſi prius ꝑ ipſos bene & ſufficienter levat non fuerint Et qualiter hoc p̄cept noſtrum fuerit execut conſtar' fac nobis ad p̄fat Terminum hoc Breve noſtrum nobis tunc remitten'.

nd apres le Case de Stell 1° W & M: B.R: pag: 167.

Le erudition de ceſt Caſe de *Malabar* n'eſteant com̄on, jeo mettre icy enſemble tout que jeo ay collect hors des livres concernant ceo.

Eſt d'eſtre obſerve que le Judgment en ceſt Caſe eſt pur les Damages trove per le Inquiſition ſans aſcun reſpect al Dam̄ trove per le Jury ſur le Trial de les Iſſues coment les Damages trove en l'un & l'auter ſont al meſme ſum̄e, & ceo Judgment eſt garrant per le Caſe entre le Roy & les Vills de *Upwood*, &c. 1 *Sid.* 212. lou ſur un Inquiſition en autiel Caſe come icy la fueront 80 *l.* Dam̄ trove; & ſur ceo un *Diſtringas* iſſuiſt, & les Inhabitants vient eines, & plede que les Fences ne fueront proſtrate *noctanter*, & Iſſue ſur ceo trove vers eux. Et ſecond Dam̄ fueront auxi trove, & le ꝓchein Terme fuit move que les primer Dam̄ ſeront *ſet aſide*, quia l'Inquiſition eſt ſolement pur aſcertain queux Vills d'ont ceo faire al intent que *Diſtringas* vaera hors, & ne fuit unque intend a concluder aſcun per un Inqueſt d'Office ſur que nul atteint giſt.

2. Reaſon pur ceo, que les primer Dam̄ fueront aſſeſs devant que les Inhabitants fueront ſum̄on, & iſſint ils ne fueront unques oye a eux excuſer ou a mitigate les Dam̄.

Auxi ils poient pleder al le droit ſur le *Diſtringas*, & pur ceo ne fuit reaſon que ils ſeront conclude quant al Dam̄ trove per l'Inquiſition.

Mes *per Cur'* les primer Dam̃ eſtoyer', & ne ſerront vitiate per le ſecond, quia le ſecond Verdict quant al Dam̃ fuit void entant que le ſole matter d'eſtre enquire per ceo Jury fuit le *noctanter*; mes pur melior ſecurity ils direct les Proſecutors a releaſer les ſecond Dam̃, fuit auxi dit *per Cur'*, que ſi les Dam̃ ſont exceſſive, les parties ne ſont ſans remedy; car quant ils venont eins a pleder a le *noctanter* ils poient prender, per ꝓteſtation que les Dam̃ fueront exceſſive, & apres plede que les Dam̃ ne fueront forſq; de tant value.

Donque fuit move que ils poient plede al exceſſiveneſs de les Dam̃; mes le Court ne voiloit ceo ſuffer entant que ils nont priſe ceo per ꝓteſtation devant le primer Iſſue trove vers eux; mes done Judgment pur Pl.

En le Caſe de le Reine-Mother vers les Inhabitants de *Somerſham*, 1 *Sid.* 107. apres 500 *l.* Damage fueront trove per l'Inquiſition, & un *Diſtringas* iſſue al Vic' pur levyer eux ſur les Vills adjacent, & ils ſur ceo venont eins, & per lour Counſel preiont d'aver liberty a pleder, autermeñt ils ſeront condemne inaudite.

Et fuit doubt le quel *Scire facias* duiſſoit aver iſſue devant le *Diſtringas*; mes ſur conſideration le Court ſemble que le *Diſtringas* duiſſoit aver containe un *Scire facias* en luy, & iſſint ils obtaine conge de pleader.

En le Caſe entre *Dominum Regem* vers les Inhabitants de *Woodford, &c.* 1 *Levinz* 108. ſur le *Diſtringas* deux de cheſcun Ville veigne & plede pur eux meſmes & les auter Inhabitants de les ſeveral Vills, que les Fences fueront ꝓſtrate en le temps de jour quand les perſons poient eſtre conus. *Abſq; hoc* que ils fueront ꝓſtern en temps de nuict, ou a tiel temps que les Offenders ne puiſſoint eſtre conus & Iſſue ſur ceo, ſur un Trial al Bar de ceſt Iſſue, fuit agree *per Cur'*, que ſi le ꝓſtration ſoit ou en le temps de jour ou en le nuict cy publiquemeñt que les Malefactors fuer' conus, ceo n'eſt deins le Statute; car le Statute fuit a doner Remedy en Caſes lou ils fueront ſans Remedy per Action de Treſpaſs, & iſſint fuit fait en ceſt Caſe; Et pur ceo Verdict fuit done pur les Defendents per le direction de Court. Et a meſme l'effect eſt le 2 *Inſt.* 476. Et ſur les parols en le Act de *Weſtm.* le 2d. cap. 46. *viz.* **Et cum contingat aliquando** quod aliquis jus habens appruare **foſſat' aut ſepem levaverit & aliqui noctanter vel alio tali tempore quo non credant fact' eorum ſciri foſſat aut ſepem proſtraverint nec ſciri poterit per Veredict Aſſize aut jurate qui foſſat aut ſepem proſtraverint nec velint homines de Villat vicinos indictare de hujuſmodi**

culpabiles Diſtringantur ꝓpinque Villate circumadjacent̃ levare ad cuſtag' ꝓprium & damna reſtituere. Eſt la dit que les Inhabitants de les Vills averont un anne & jour pur endict les Malefeſors. Et en le Caſe de Sir *S. Procter* vers Sir *J. Mallery*, 1 *Rolls Rep.* 365. eſt diſt per le Seigneur *Coke* que il ad view un ancient Reading, en que fuit tenus que les prochein Vills averont un ann & jour de endicter les Offenders, & ſi ils ne feront endict deins le dit temps donque ils ne ſerront endict ſur le Statute a repairer le Incloſure; mes le party grieve avera un Action ſur le Statute come home que eſt Rob avera ſur le Statute de *Winton.* Et que eſt un Note en le Margent de le Reading, que en le temps *E.* 4. *Pigot* Juſtice tient accordant al Reading Et per le Record moy ſemble que ceo eſt bone Ley, & le Seigneur Chancellor apres agree particularment tout ceo que fuit dit per *Coke.* Et en *Cro. Car.* 280. exception fuit priſe que ne fuit monſtre que le Pl. fuit Seigneur del Waſte, & ad droit de approver, *ſed non allocatur* pur ceo que ceo doit vener eins de auter part.

Auter Objection en ceſt Caſe fuit que le Encloſure eſteant en part de *Foreſt de Deane*, n'eſt monſtre que le Encloſure fuit ove le Licence de Roy, & donq; eſt ſans garrant *ſed non allocatur.* Car ceo doit vener eins per Plea apres Appearance, & nemy per voy d'Exception. *Vi. Cro. Car.* 439. Le Roy vers le Inhabitants de *Epworth* & auters Vills. Et *Cro. Car.* 580. Ou eſt un *Curia adviſare vult*, ſi un *Diſtringas* giſt vers les Inhabitants ſans *Scire facias* a reſponder. Vide *Theſaur' Brevium* 154, & 155.

Story

Story v. *Pleaſaunce.*

Winford. Paſch. 2 Jac. 2. Regis. Rot. 683.

Alias ꝓut patet Termino Paſche anno regni Domini Caroli ſecundi nuꝑ Regis Angl' &c. triceſimo ſexto Rotlo 476. continet' ſic Memorand̄ q̄d Ric̄us Story qui tam ꝓ Dño Rege quam ꝓſeipſo in hac parte ſequit' ven' hic in Cur' decimo ſexto die Aprilis anno regni Domini Regis nunc triceſimo ſexto in ꝓpr' ꝑſona ſua Et exhibuit Juſtic' hic quandm̄ Informacõnem ſuam ꝟſus quendam Foſterum als Forſterum Pleaſaunce nuper de Pickering in Com̄ Ebor' Gen' cujus quidem Informacõnis tenor ſequitur in hec ꝟba: Juſtic' Dnĩ Regis de Banco Ebor' ſſ. Memorand̄ q̄d Ric̄us Story qui tam ꝓ Domino Rege quam ꝓ ſeipſo in hac parte ſequitur ven' hic in Cur' decimo ſexto die Aprilis anno regni Domini Regis nunc triceſimo ſexto in ꝓpr' ꝑſona ſua Et tam ꝓ eodem Domino Rege quam ꝓ ſeipſo dat Cur' hic intelligi & informari q̄d quidam Foſterus als Forſterus Pleſaunce nuper de Pickering in Com̄ p̃d Gen̄ nono die Auguſti anno regni dc̄i Dnĩ Regis nunc triceſimo quarto & per ſex menſes & amplius tunc ult' p̃terit' ac per ſex menſes tunc prox' ſequen' & extunc hucuſq; gerebat & exercuit & adhuc gerit & exercet infra hoc Regnũ Angl' videlt apud Pickering pred̄ Officiũ Capitalis Ballij libtatũ Honoris de Pickering & Pickeringlyth in Com̄ pred' ac habuit & habere clamat plenam execucõnem omniũ Breviũ Domini Regis infra Honorem illũ exequend̄ & retorn' eorundem & dịꝟſa feoda & denariorum ſum̃as infra temp⁹ illud ibm recept̄ pro execucõne Breviũ infra dict' Honorem & exercendo Officiũ ſuũ p̃d q̄d quidem Officiũ idem Foſterus als Forſterus ſic exercuit & gerebat & gerit & exercet rõne conceſſion̄ Dnĩ Regis ac authoritate ab eo derivat' dc̄us tamẽ Foſterus als Forſterus Actum in Parliamento Dnĩ Regis nunc apud Weſtm̄ in Com̄ Midd̄ quarto die Februarij ãno regni ſui viceſimo quinto per prorogacon' tent' edit' & proviſ' intitlat' An Act for preventing Dangers which may happen from Popiſh Recuſants mĩe ponderañ nec penam in eodem content' aliqualit̄ verens nunquam cepit Sacrm̄ Suprematus & Ligeancie nec unq̄m fecit & ſubſcripſit Declaracõnẽ in eodem Actu ſpec' & content' juxta formam & effectũ Actus illius unde idem Ric̄us qui tam &c. tam pro dc̄o Domino Rege quam pro ſeipſo pet' adviſamentũ Cur' in premiſſ ac debm̄ legis proceſſũ ꝟſus

prefat'

Information ſur le Stat. de 25 Car. 2. c. 2. communement appelle *le Teſt-Act.*

Que le Def. 9 Aug. 34 Car. 2. & per ſix mois & pluis donq; darrein paſſe ad exerciſe le Office de Chief Bailiff del Honour de Pickering.

Nemy unques ayant priſe les Serments neq; ſubſcribe le Declaration en le dit Act.

Proceſs prie vers le Def.

Et qd' ipſe idem Ricardus habere valeat 500 l. per dict' F. foriſfact' vigore Actus præd.

Def. appiert per Attorney ex gra' Cur'.

Barre. Oyer del Informat' demand.

Imparlance prie.

prefat' Foſterũ al's Forſterũ in hac parte fieri Et q̄d dc̄us Foſterus al's Forſterus ven' hic in Cur' ad reſpondend̄ in & ſuper premiſſis q̄dq; ipſe idem Ric̄us h're valeat quingent' libras p̱ dcm̄ Foſterum al's Forſterum occ̄one p̄miſs' foriſfact' vigore Actus p̄d &c. Pleg' de p̱s Johannes Doe Ricardus Roe. Et ſup̱ hoc Precept' eſt p̄fat' Foſtero al's Forſtero q̄d omnib; aliis p̄miſſis & excuſac̄one quacunq; ceſſam̄ in p̱pria p̱ſona ſua ſit hic die Veneris p̱x' poſt Craſtinū Sc̄e Trinitatis ad reſpondend̄ eidē Ric̄o qui tam &c. in p̄miſſis &c. Ad quem diem hic ven̄ tam p̄dc̄us Ric̄us qui tam &c. in p̱pria p̱ſona ſua quā p̄dc̄us Foſterꝰ al's Forſterꝰ p̱ Georgiū Watſon Attorn̄ ſuū ad hoc ex grã Cur' hic ſpecialit' admiſſ̄ Et ſup̱ hoc p̄dc̄us Ric̄us qui tam &c. pet' q̄d p̄dict' Foſterꝰ al's Forſterus ad p̄miſſa in Informac̄one pred̄ content' reſpondeat &c.

Et predc̄us Foſterꝰ al's Forſterꝰ defend̄ vim & injur' quando &c. & omnem contemptū & quicquid &c. Et pet' audit' Informac̄on' pred̄ Et ei legitur &c. Qua lc̄a & audita idem Foſterus al's Forſterus pet' licenciam inde interloquendi hic uſq; diē Jovis p̱x' poſt tres ſeptimanas Sc̄i Michis & h't &c. Idem dies dat' eſt prefato Ric̄o qui tam &c. hic &c. (Et iſſint le Action fuit continue per cinque auter Imparlances jeſque) Quindē Paſch Et modo ad hunc diem ſcil't eundem diem Mercurij p̱x' poſt Quinden' Paſch hic ven' tam pred' Ric̄us qui tam &c. in propria perſona ſua quā predc̄us Foſterus al's Forſterus per Attornū ſuū pred' Et ſuper hoc idem Ric̄us qui tam &c. ut prius pet' q̄d pred̄ Foſterus al's Forſterus ad premiſſa in Informac̄one predc̄a content' reſpondeat &c. Et pred̄ Foſterus al's Forſterus per Attorn' ſuū pred̄ ut prius defend̄ vim & injur' quando &c. & omnem contemptū & quicquid &c. Et dic' q̄d pred' Ric̄us Story qui tam &c. ipm̄ Foſterum al's Forſterum occ̄one premiſſor' impetere ſeu occ̄onare non debet Quia dic' q̄d poſt editionē Actus pred̄ & ante primum diem Auguſti anno regni dc̄i Dnī Caroli ſecundi nup̱ Regis Anglie &c. viceſimo quinto in eodem Actu menc̄onat' ſcil't ad Quarterial' Seſſion' pacis pro le North-Riding in dict' Com̄ Ebor' tent' per adjornament' apud Richmond in dc̄o Com̄ Ebor' viceſimo octavo die Julij anno regni dc̄i Domini Caroli ſecundi nuper Regis Angl' &c. viceſimo quinto coram Conyers Dño Darcy & Meywell Jacobo Darcy Ar' Chriſtophero Wyvell Baronetto Ric̄o Graham de Nunnington Baronetto Chriſtophero Wansforth Baronetto Ric̄o Graham Baronetto Will'o Chayter Baronetto Will'o Dalton Mil' Joſepho Craddock Mil' Will'o Robinſon Roberto Wharton Timotheo Mauleverer Henrico Calverley & Georgio Smithſon Ar' Juſtic' dc̄i Dnī Regis ad Pacem in dict' North-Riding Com̄ Ebor'

Plea, Que il apres le Act & devant le 1 jour de Aouſt 25. en le dit Act mention. Scil' al quart' Seſſion de Paix tent' pur le North Riding de dit County, devant tiels Juſtices per noſme.

Ebor pred' conſervand̄ necnon ad diꝟſa Felon' Tranſgr' & al' maleſcā in dcā North-Riding perpetrat' audiend̄ & terminand̄ aſſign' ipſe idem Foſterus al's Forſterus in aperta Cur' ill' inter horas nonam & duodecimam ejuſdem diei cepit pred̄ Sacrā Suprematus & Ligeancie & fecit & ſubſcripſit Declaracōnem in eodem Actu ſpec' & content' juxta formam & effectū Actus illius quodq; idem Foſterus al's Forſterus a tempore edicōnis pred̄ uſq; pred̄ primum diem Auguſti anno viceſimo quinto ſupradicto fuit comoran' inhitan' & reſiden' apud Pickering pred' & infra le North-Riding pred' & infra tempus illud non fuit nec inhitabat ſeu reſidebat infra Civit' London vel Weſtm̄ vel infra triginta milliarum diſtan̄ ab eiſdem vel earum altera Et hoc parat' eſt ꝟificare unde pet' Judicm̄ ſi pred̄ Ricus Story qui tam &c. ipm̄ Foſterum al's Forſterum occōne premiſſ' impetere ſeu occōnare debeat &c.

En overt Court entre le 9 & 12 il ad pris les Serments de Supr' & Alleg' & ad ſubſcriber le Decl' en le dit Act.

Et pred' Ricus Story qui tam &c. dic' qd ipē ꝑ aliqua prefat' Foſterū al's Forſterū ſupius plitando allegat' ab Informat' ſua pd' ꝟs ipm̄ Foſterū al's Forſterū hend' precludi non debet quia ꝓteſtando qd' predcus̄ Foſterus al's Forſterus ante pred' primum diem Auguſti anno viceſimo quinto ſupradict' non cepit pred' Sacrā Suprematus & Ligeancie nec fecit ſive ſubſcripſit Declaracōn̄ in eodem Actu ſpec' ꝓ plito idem Ricus̄ qui tam &c. dic' q̄d tempore edicōnis Actus pred' vel aliquo al' tempore ante pred' primum diem Auguſti anno viceſimo quinto ſupradicto ipē predcus̄ Foſterus al's Forſterus non huit geſſit ſive exercuit Officium pred' in Informacōne pred' ſpec' Et hoc ipē idem Ricus qui tam &c. parat' eſt ꝟificare unde pet' Judicm̄ & q̄d predcus̄ Foſterus al's Forſterus de premiſſis in Informacōne predcā content' convincatur &c.

Demurrer.

Et predcus̄ Foſterus al's Forſterus dic' q̄d pred' plitm̄ predcī Ricī Story qui tam &c. ſuperius replicando placitat' materiaq; in eodem content' minus ſufficien̄ in lege exiſtunt ad ipm̄ Ricardum Story qui tam &c. Informacōn' ſuam pred' verſus ipm̄ Foſterum al's Forſterum habend' manutenend' Ad quod quidem placitum modo & forma pred' plitat' ipſe neceſſe non habet nec per legem terre tenetur aliquo modo rejungere unde ꝓ inſufficien̄ ejuſdem Replicacōnis idem Foſterus al's Forſterus pet' Judicm̄ & quod ipſe de premiſſs predcis̄ ꝑ Cur' hic dimittatur &c.

Et pred' Ricus qui tam &c. ex quo ipſe ſufficien' materiam in lege ad Informacōn' ſuam pred' verſus prefat' Foſterum al's Forſterum manutenend' ſuperius replicando allegavit quam ipſe parat⁹ eſt ꝟificare quam quidem materiam pred' Foſterus al's Forſterus non dedicit nec ad eam aliqualit' reſpondit ſet

verificacon' ill' admittere om̄io recuſat ut prius per Judicm̄ & q̄d pred' Foſterus al's Forſterus de premiſſis in Informacon' pred' content' convincatur &c. Et quia Juſtic' hic ſe adviſare volunt de & ſuper premiſſis priuſquam Judicm̄ inde reddant dies dat eſt partib9 pred' hicuſq; diem Veneris pr' poſt Craſtinum Sc̄e Trinitatis de audiendo inde Judicio ſuo eo q̄d iidem Juſtic' hic inde nondum &c.

JUdgment fuit done en ceſt Caſe pur le Def. mes pur queux reaſons jeo ne puis pas ore certainment adire, jeo ne aiant puis aſcun note de ceo; mes uncore jeo ferra aſcuns Obſervations en le Caſe, queux peradventure poient eſtre de aſcun uſe.

Et ad primes quant al Information meſme il ſemble que n'ad bien purſue le Act, quant al mettant hors le Offence encounter le Act, car per ceo ceux perſons queux averont Offices devant le primer jour de Term de Eaſter 1673. queux fueront en *Londres* ou *Weſtminſter* ou 30 miles de eux durant ceſt term fueront a prendre les Serments en le Court de Chancery, ou de Bank le Roy, ou al Quarter-Seſſions del County, ou lieu, ou ils ſerront reſident ſur le 20 jour de *May* devant le primer jour de *Auguſt* 1673.

Et per auter diſtinct clauſe ceux perſons queux ſerront admit, *&c.* en aſcun Office, *&c.* apres le primer jour del dit Term de Eaſter, & queux al temps de tiel admiſſion, *&c.* ſerront reſident al *London* ou *Weſtminſter* ou 30 miles de eux prenderont les Serments, *&c.* en les Courts avandits en le prochein Term apres, ou en default de ceo, a le Quarter-Seſſions del County & lieu ou ils ſerront reſident ꝑchein apres tiel admittances.

Iſſint que come il ſembloit le Information duiſſoit aver apply le Offence al un de ceux particulars, iſſint que le Def. puiſſoit aver un direct reſpons al ceo, & que tiel male allegat' que le Def. 9 *Aug.* 34 *Car.* 2. *& per ſex menſes & amplius tunc ult' præterit' & per ſex menſes tunc proxime ſequent' & extunc hucuſq; gerebat & exercuit Offic' prædict'*, n'eſt ſufficient; car ceo poiet eſtre voier s'il ad exerciſe l'Office devant le primer jour de Term de Eaſter, ou apres le dit Term, mes come il ſemble il duiſſoit aver eſtre allege que le Def. ad tiel temps ad eſtre primerment admit en le dit Office (*or had entred or was placed or taken into the ſaid Office*) come les parols del Act ſont. Et que il n'ad priſe les Serments, *&c.* al tiel temps & lieu apres queux ſont require per le Act, & nemy cy generalment que il n'ad unques pris les Serments, *&c.* accordant al forme & effect de dit Act, queux ſemble eſt trop looſe & uncertaine, eſpecialment en un Information ſur un Stat. cy penal. *Vide* pur ceo 1 *Levinz* 145. *Brookes* & *Deane*'s Caſe, & 3 *Lev.* 293.

293. *Walnough* & *Holgate*'s Caſe. Auxi come il ſemble duiſſoit aver eſtre particularment aver que le Def. apres ſon neglect a prender les Serments, *&c.* ad exerciſe le Office; car ſans ceo les 500 l. ne ſont forfeit per le Act.

Jeo fue bien aſſure que un Exception fuit priſe al Information per le Councel del Def. pur ceo que per ceo ꝓceſs eſt ſolement prie envers le Def. a reſponder les p̃miſſes, *Quodq; ipſe habere valeat* 500 l. *per dict' Foſter occaſione præmiſſa foriſfact' vigore Actus prædict'*, que amount al nient pluis que il ſerroit enable d'aver les dits 500 l. lou les 500 l. duiſſoint aver eſtre abſolutement demand oveſque tiel concluſion, *Per quod actio accrevit eidem Ricardo ad habend' & exigend' prædict'* 500 l. Mes ad eſtre greinder Queſtion ſi le Information n'ad eſtre male ſi ad eſtre iſſint, car coment que en un Action ſur le Stat. 23 Eliz. cap. 1. pur abſence a l'Eſgliſe, le conviction pur le Offence poiet eſtre en meſme le Action en que le forfeiture eſt demand, come *Co.* 11. 59, &c. Et *Rolls* 1 *Rep.* 90, & 234. Caſe 6. Et 3 *Bulſt.* 87. *The King againſt Law* ſont; uncore eſt grand difference enter le penning de ceſt Stat. & le Stat. de 25 Car. 2. car en le primer Stat. eſt ſolement dit, que ſi un abſent luy meſme a l'Eſgliſe, *&c.* & eſteant de ceo legalment convict (ſans monſtrant coment) forfeitera, *&c.* Mes per le Act de 25 Car. 2. eſt enact, que ceſtuy que neglectera a prender les Serments, *&c.* & apres tiel neglect executera l'Office, & eſteant de ceo legalment convict ſur Information, Preſentment ou Indictment, *&c.* forfeitera 500 l. d'eſtre recover per ceſtuy que voile ſuer pur eux per aſcun Action de Debt, Suit, Bill, Plaint ou Information, iſſint que ſont auter means p̃ſcribe pur le Recovery del Penalty que ſont per le Conviction del Offence, & per conſequence le Conviction doit p̃cede le Action pur le Recovery de Penalty.

Quant al Plea en barre ceo come il ſemble eſt riens al purpoſe, pur ceo, que il ne appiert que le Def. ad l'Office devant le primer jour de *Auguſt* 1673. ou al temps que il pris les Serments, *&c.* Et ſans queſtion le intent del Act fuit que les Serments, *&c.* ſeront pris, *&c.* en reſpect del Office.

Quære auxi ſi le Concluſion en tiel Caſe ne doit eſtre, *prout per Record'* &c. Car per le Act eſt appoint que un Record ſerroit fait de touts ceux matters. Et en un Trial al Barre en C. B. enter *Slatford* & *Thurſton* concernant l'Office de Townclerk de *Oxford*, fuit reſolve que tiel Record fuit le ſole Evidence de priſtation del Serments. Quel Caſe eſt d'eſtre view apres en ceſt livre ſouth le Title *Error*.

Gay v. *Welch.*

Belvin. Hill. 2 & 3 Jac. 2. Regis. Rot. 520.

Debet qui tam, &c. pur uſer d'un Trade ne aiant eſtre un Apprentice en le Trade.

Devon' ſſ. Johes Welch nuꝑ de Torrington magn' in Com' p̄đ Laneus ſum' fuit ad reſpondend' Dn̄o Regi & Radulpho Gay qui tā ꝓ Dn̄o Rege quā ꝓ ſeipſo in hac parte ſequitur de plito qđ reddat dc̄o Dn̄o Regi & eidem Rađo qui tā &c. viginti libras legalis monete Anglie quas dc̄o Dn̄o Regi & eidem Rađo qui tā &c. debet & injuſte detinet Et unde idem Rađus qui tam &c. ꝑ Jacobum Smith Attorn' ſuu' dicit qđ cum ꝑ quendam Actum in Parliamento Dne' Elizabethe nuꝑ Regine Anglie tent' apud Weſtm' in Com' Midđ duodecimo die Januarij anno regni dc' nuꝑ Regine quinto edit' & ꝓvis̄ inter alia inactitat' fuit Authoritate ejuſdem Parliamenti qđ poſt primum diem Maij ꝓx' ſequen' poſt edic̄onem Actus p̄đ non foret licitum alicui ꝑſone vel ꝑſonis (al' quam tal' qui tempore edic̄onis Actus illius l'ittime uterentur ſive exercerent aliquā artē myſteriū ſive manual' occupacon') erigere occupare uti ſive exercere aliquam ſcientiam Anglice Craft myſterium ſive occupacon' tempore edic̄onis ejuſdem Actus uſitat' ſive occupat' infra Regnū Anglie ſive Walliam Niſi ipe' in eiſdem foret erudit' ꝑ ſeptem annos ad minus ut Apprenticius ſub pena qđ quelibt ꝑſona voluntarie offendens ſive faciens incontrarium Actus illius forisfaceret & perderet ꝓ quolibt defectu quadragint' ſolidos ꝑ quolibt menſe Quaꝝ quidm' forisfacturaꝝ una medietas eſſet dc̄e Dn̄e Regine hered' & ſucceſſoribꝫ ſuis & altera medietas inde eſſet illi vel illis qui ſectaret ꝓ eiſdem in aliquibꝫ Cur' dc̄e nuꝑ Regine de Recordo ꝑ acc̄onem debiti informac̄onem billam queremoniam ſive aliter in quibus acc̄onibus & ſectis nulla ꝓtecc̄o vadiac̄o legis ſive eſſon' forent allocat' ꝓut ꝑ eundem Actū inter alia plenius liquet & apparet Et idem Radulphus in facto dicit qđ ars ſive myſterium Sebatoris Anglice Tallow-chandler tempore edic̄onis Actus p̄đ fuit ars & myſterium uſitat' infra Regnum Anglie videlt apud Torrington magn' in Com' p̄đ Qdqꝫ p̄dcus̄ Johes Welch tempore edic̄onis Actus illius mie' l'ittime uſus fuit vel exercuit aliqm' artem myſterium ſive occupacon' Qdqꝫ p̄dcus̄ Johes poſt p̄dcm' primum die Maij in Actu p̄dc̄o menc̄onat' ſcilt a viceſimo nono die Novembris anno regni Dni' Jacobi ſecundi nunc Regis Anglie &c. primo apud Torrington magn' p̄đ in Com' p̄đ exercit occupavit uſus fuit &

exercuit artem ſive myſterium Sebatoꝛis Anglice Tallowchandler ac pꝛed' artem ſive myſterium ab eodem viceſimo nono die Novembꝛis anno pꝛimo ſupꝛadicto apud Toꝛrington magn' pꝛed' in Com' pꝛed̄ ꝑ ſpacm̄ decem menſium tunc ꝓx' ſequen' uſus fuit exercuit & continuavit Quodq; pꝛed' Johes ad aliquod tempus ante ereccōnem ꝑ ipm̄ Johem artis ſive myſterij Sebatoꝛis Anglice Tallowchandler pꝛed̄ non deſervivit ut Appꝛenticius in eadem arte ſive myſterio ꝑ ſpacium ſeptem annoꝛum ſecundū foꝛmā & effectū Actus p̄d per quod ipſe p̄d' Johes foꝛisfecit dc̄o Dn̄o Regi & eidm̄ Radulpho qui tam &c. p̄dcās viginti libꝛas videl't quadꝛagint̄ ſolidos ꝑ quolibt menſe p̄dcoꝝ decem menſiū in quib; p̄dcūs Johes artem ſive myſterium p̄d in foꝛma p̄d uſus fuit exercuit & continuavit ꝑ quod acc̄o accrevit eidem Radulpho qui tam &c. ad exigend' & hend' ꝓ eodem Dn̄o Rege & ſeipſo de p̄dc̄o Johe p̄dcās viginti libꝛas p̄dcūs tamen Johes licet ſepius requiſit̄ &c. p̄dcās viginti libꝛas dc̄o Dn̄o Regi & eidem Radulpho qui tam &c. non ſolvit ſed ill' ei hucuſq; ſolv̄e om̄io contradixit & adhuc contradicit unde idem Radulphus qui tam &c. dicit qd̄ deterioꝛat̄ eſt et dampnū het ad valenciam decem libꝛaꝝ Et inde tam ꝓ Dn̄o Rege quam ꝓ ſeipſo ꝓducit ſectam &c.

Et p̄dcūs Johes ꝑ Ricm̄ Naſh Attoꝛn̄ ſuū ven̄ & defend̄ vim & injur̄ quando &c. Et dicit qd̄ ipſe non debet p̄fat̄ Dn̄o Regi & p̄fat̄ Radulpho qui tam &c. pꝛedcās viginti libꝛas nec aliquam denar' inde in foꝛma qua idem Radulphus qui tam &c. ſuperius v̄ſus eum narravit Et de hoc pon̄ ſe ſuper pꝛiam̄ Et pꝛedcūs Radulphus qui tam &c. ſilit' &c. Jd̄ p̄cept' eſt Vic qd̄ Ven' fac' hic in Octab̄ Purif. be Marie duodecim &c. Per quos &c. Et qui nec &c. Ad recogn' &c. Quia tam &c.

APres Verdict pur le Pl. fuit move en arreſt de Judgment que le Action ne giſt al *Weſtminſter* per reaſon de le Stat. de 21 *Jac. c.* 4. Mes le Caſe eſteant de grand concern, fuit order d'eſtre mis en le Paper Et iſſint fuit; & fuit argue le ꝓchein Terme apres per Councel d'ambideux parts, & pluſors Caſe fuer' cite per eux, trois Juſtices eſteant ſolement p̄ſent, ils cite *Barns* & *Hayter*'s Caſe, 1 *Sid.* 400. *Dyer* 236. 3 *Cro.* 737. 2 *Keb.* 401. *Latch.* 192. *Raymond* 344. 3 *Inſt.* 193. *Stiles* 209, 223, 353. 4 *Inſt.* 65, 172. Et apres le C. J. & un auter fuer' de Opinion pur le Action; mes le tierce fuit fortment encounter ceo, & preter les Caſes cite il mult rely ſur le Caſe de *Nayler* & *Aſh*, *Stiles* 223. Mes le point ne fuit abſolutement reſolve, car fuit priſt d'eſtre deigne del determinat' en *Camera Scaccarij*.

Read v. *Jones.*

Winford. Paſch. 3 Jac. 2. Regis. Rot. 544.

Action ſur le Stat. de 8 Eliz. cap. 2. pur un Arreſt en le noſme d'auter ſans privity ou conſent.

Recital de Stat.

Le Penalty.

Midd' ſſ. JOhannes Jones nuper de Towceſter in Com̄ Northton Gen̄ ſum̄ fuit ad reſpondend' Samueli Read de placito qd' reddat ei ducentas & decem libras quas ei debet & injuſte detinet &c. Et unde idem Samuel ꝑ Georgiu̅ Merritt Attorn' ſuu̅ dic' q̄d cum ꝑ Statut in Parliament Dn̄e Elizabethe nuper Regine Anglie apud Weſtm̄ in Com̄ Midd ultimo die Septembr anno regni ſui octavo ꝑ progacon' tent inter al' inactitat & ordinat fuiſſet Authoritate Parliamenti illius Qd ſi aliqua perſona vel perſone ad aliquod tempus poſt primu̅ diem Januarij extunc ꝓx' ſequen' per aliquam viam vel medium vel pro vexac̄one & turba cauſaret vel cauſarent ꝓcuraret vel ꝓcurarent aliquam aliam perſonam vel perſonas arreſtari vel attachiari ad reſpondend' in aliquib; Cur' vel locis in eod̄e Statut menc̄onat videlt in Cur dc̄e nuper Regine cōit vocat the King's Bench Cur Mareſc & Cur' infra Civitat Londini & al' Civitat Burg' vel Corporat & loca ubi aliqua libertas vel privileg' tunc ſcilt tempore edic̄onis Statuti illius uſum fuit tenere Plita in aliqua acc̄one vel aliquib; acc̄onib; ꝑſonalib; ad Sectam in nōie alicujus perſone vel perſonar̄ ubi revera non fuiſſet talis perſona vel perſone cognita vel cognite vel ſine aſſenſu conſenſu vel agreament talis perſone vel perſonar̄ ad quar̄ Sectam vel cujus nōie tale arreſtu̅ ſive attachiamentu̅ ſic hit & ꝓcurat foret vel eſſet q̄d tunc quelibt talis perſona vel perſone que ſic cauſaret vel ꝓcuraret cauſarent vel ꝓcurarent aliquod tale arreſtu̅ ſive attachiamentu̅ alicujus al' perſone vel perſonarum ħeri vel fieri pro vexac̄one vel turba ut prefertur Et inde convict forent vel l'ittime accuſat per Indictamentu̅ Preſentac̄onem vel per teſtimon̄ duorum ſufficien' Teſtiu̅ ſive plur̄ vel al' debit probac̄onem pro quolibt tali offens̄ per ipm̄ vel ipſos com̄ittend' fiend' vel procurand' ħeret & ſuſtineret ħerent & ſuſtinerent impriſonament ejus vel eorum corporis ſive corporum per ſpaciu̅ ſex menſiu̅ abſq; ballio ſive manucapc̄one Et q̄d anteq̄m ipe vel ipi delibaretur extra Priſonam ſolvent parti vel partib; ſic arreſtat ſive attachiat per ejus vel eorum media ſive pro curacon' triplicia cuſtag' onera dampna & expens̄ que ipe vel ipi ſuſtinerent Anglice ſhall be put unto rōne vel occ̄one talis arreſti ſive attachiamenti ſic habit Ac eciam forisfaceret &

ſolvet forisfacerent & ſolvent tali pſone vel pſonis in cujus nõie ſive ad cuj⁹ ſectã ill' vel ill' ſic ꝓcuraret vel ꝓcurarent tale arreſtũ ſive attachiamentũ heri vel fieri ſi tunc foret aliqua talis perſona cognit' ſumam decem librarum pro quolibt tali offenſa Et ulterius per idem Statutũ inactitat' fuit qd' quelibt perſona & perſone cui vel quibʒ aliqua cuſtag' onera dampna forisfactur' ſive ſoluc' alicujus ſume vel ſumarum pecunie Authoritat' Actus pd' concederetur Anglice awarded adjudicaretur vel forisfaceret ad om̃ia tempora extunc deinceps heret & herent & here potuiſſent ſuũ vel ſua remediũ pro recuperacõne inde per Accõnem debi Billam vel Querelam in aliqua Cur' de Record' vſus talem perſonam vel perſonas hered' executor' vel adminiſtrator' ſuos qual' eadem ſolvent vel ſolve debuiſſent virtute vel vigore Actus pred' in quibʒ Accõne Billa vel Querela nullũ eſſoñ protecc̃o vel vadiac̃o legis admitteret' vel allocaret' alicui defendenti vel defendentib⁹ in eiſdem prout per Actum ill' inter alia plenius liquet & apparet predc̃us tamen Johes Statut' pd' mĩd ponderañ nec penam in eodem Statut' content' aliqualit' vereñ poſt pred' primũ diem Januarij in Statut' pred' mencõnat' ſcilt viceſimo tertio die Junij Termino Scĩ Trinitat' anno regni Dni Jacobi ſecundi nunc Regis Anglie &c. ſecundo ex Cur' dci Dni Regis nunc hic coram Juſtic' ejuſdem Dni Regis eadẽ Cur' tunc apud Weſtm̃ in Com̃ Midd' exiſten' in nõie cujuſdm̃ Danielis Howes ſine aſſenſu conſenſu vel agreament' ejuſdem Danielis proſecut' fuit quoddam bre dci Dni Regis de Capias vſus prefat' Samuel' tunc Vic' Northton direct' per quod quidem bre idem Dñus Rex eidem tunc Vic' Northton precepit qd idm̃ Vic' capiat ipm̃ Samuel' ſi invent' fuerit in ball'ia ſua Et eum ſalvo cuſtod' ita qd heret corpus ejus coram Juſtic' dci Dni Regis apud Weſtm̃ a die Sci Martini in xv dies tunc prox' ſequen' ad reſpondend' prefat' Danieli in ptito tranſgr' Ac etiam in quodm̃ ptito debi ſuper demand' centum librarum Quod quidem bre idem Johes poſtea ſcil't quinto decimo die Septembr' anno regni dci Dni Regis nunc ſecundo ſupradicto apud Weſtm̃ pred' in pred' Com̃ Midd' eidem tunc Vic' Northton malicioſe & pro vexacõne & turba ipſius Samuel' ſine aſſenſu conſenſu vel agreament' prefat' Danielis delibari cauſavit in forma juris exequend' in dci Dni Regis nunc contempt' & contra formam Statut' pred' virtute cujus quidem bris poſtea ſcil't decimo ſexto die Septembr' anno regni dci Dni Regis nunc ſecundo pred' Samuel ad Sectam & in nõie pred' Danielis capt' & arreſtat' fuit ea intencõne ad hend' corpus ipſius Samuel' coram Juſtic' dci Dni Regis apud Weſtm̃ a die Sci Martini in xv dies ſecundum exigend' bris pred' ad reſpondend' prefat' Danieli

Coment le Penalty eſt d'eſtre recover.

Le offence encounter le Stat. Que le Def. proſecute un Brief de Tranſgr' ove un *ac etiam* en debt pur 100 l. hors de Court de C. B.

Delivery de Brief al Vic' de Northhampton.

Daniel' in placito p̄d videl't apud Weſtm̄ p̄d cujus quidem capcon̄ & arreſtacon̄ p̄textu idem Samuel in priſona ſub cuſtod̄ p̄d Vic' ibm ꝑ ſpacium trium dieꝝ tunc ſequen̄ ꝓ defectu manucaptoꝝ ꝓ eundem Samuel' eidem Vic' invent̄ & compert̄ ſua p̄d in forma p̄d fiend' remanſit

Bail trove pur Pl.

Ac poſtea ſcil't decimo octavo die Septembr' anno ſecundo ſupradicto p̄d Samuel ad ſua ingencia onera & cuſtag' duos ſufficien̄ manucaptoꝝ videl't Georgium Merritt de Villa Huntingdon in Com̄ Hunt' Gen̄ & Joſephum Turner Civem & Tonſor-Chyrurgū de London qui manuceperunt ꝓ dc̄o Samuel' ꝓ compertia ſua in forma p̄d fiend' inven̄ ſcil't apud Weſtm̄ p̄d in Com̄ p̄d occ̄one quaꝝ quidem capcon̄ arreſtacon̄ & detencon̄ p̄d ipſius Samuel' idem Samuel apud Weſtm̄ p̄d' in Com̄ Midd' p̄d' expend' decem libras legalis monet' Angl' Ac etiam ſuſtinuit dampna ad valenciā ſexaginta libraꝝ qd̄q; diverſia ardua negocia ipſius Samuel' tempore capcon̄ & arreſtacon̄ ipſius Samuel' p̄d' pagend' rōne inde infect' remanſerunt & adhuc remanent Que quidem ſepal' ſum̄e attingunt ſe ad ſeptuaginta libras per quod idem Samuel pet' q̄d p̄d Joh̄es ꝓ p̄d' offens̄ per ipm̄ in forma p̄d' contra formam Statuti pred' comiſſ̄ ſubeat impriſonament̄ corporis ſui per ſpaciū ſex menſium ſine ballio ſive manucapc̄one Ac idem Samuel ulterius dic' qd̄ rōne p̄miſſ̄ actio accrevit eidem Samuel' ad exigend̄ & hend̄ de p̄fat̄ Joh̄e p̄d ducent̄ & decem libras videl't triplicia dampna cuſtag' onera & miſ̄ ipſius Samuel per ipm̄ rōne arreſt' capcon̄ & detencon̄ pred' in forma pred' fact' ſuſtent' Predcus̄ tamen Joh̄es licet ſepius requiſit' pred' ducent' & decem libras eidem Samuel' nondum ſolvit ſed ill' ei hucuſq; ſolve ōio contradixit & adhuc contradic' unde dic' qd' deteriorat' eſt Et dampnū h̄et ad valenciam centum libraꝝ Et inde ꝓduc' ſectam &c.

Bar per *Nil debet.*

Et pred' Joh̄es per Willielmum Randolph Attorn̄ ſuū venit & defend' vim & injur̄ quando &c. Et dic' qd' ipſe non debet prefat̄ Samuel' pred' ducent̄ & decem libras ſeu aliqm̄ inde denar' in forma qua pred' Samuel ſuperius ṽſus eum narravit Et de hoc pon̄ ſe ſup̄ p̄riam Et pred' Samuel ſil'it' &c. Jō precept' eſt Vic' qd' ven̄ fac' hic in Craſtino Aſcencon̄ Domini xij. &c. Per quos &c. Et qui nec &c. Ad recogn̄ &c. Quia tam &c.

CEux Exceptions fueront move en arreſt de Judgment.

1. Que le Stat. 8 *Eliz. cap.* 2. ſur que ceſt Action eſt foundue, eſt miſrecite; car le Stat. parle de ſeveral Courts particularment, & donques diſt en auter Cities & lieus en queux Actions de Debt, Treſpaſs, & auter perſonal Actions, &c. Et le Declaration eſt general en aſcun Actions perſonals enumeraten eux, come Debt, Treſpaſs, &c.
2. Quel Attorney n'eſt deins le Stat. (que come un poit bien penſe ſerroit iſſint ouſter touts autres perſons) *Cauſa patet.*
3. Que le Action ne giſt devant Conviction, *Cro. Jac.* 188. *contra.*
4. Que le ꝓſecution de Briefe hors de Court de *Common-Pleas* ne fuit deins le Statute de 8 *Eliz.* & iſſint fuit le Opinion de tout le Court, & pur ceo Judgment fuit done pur le Defendant ſans aſcun regard a les auters Exceptions.

Hill. 1 W. & M. Regis & Reginæ, in B. R.

vid dorl. 157.

Le forme de proceeding encounter proſterners del fences de terres approve hors del Common, & les ſeveral Pleas del Defts.

Le primer Briefe al Vic'.

DOminus Rex & Dnā Regina mandaver' Vic' Com̄ Doꝛſ̃ bꝛē ſuū in hec v̄ba videlt' Gulielm⁹ & Maria Dei Gꝛā Angl' Scoc' Franc' & Hib̄nie Rex & Regina Fidei Defenſor' &c. Vic' Doꝛſ̃ ſalutem Pꝛecipimus tibi q̄d p ſacrm̄ ꝓboꝝ & legal' homin̄ de Com̄ tuo p quos rei v̄itas melius ſcir' poter' diligent' inquiras qui malefactoꝛes & pacis nrē perturbatoꝛes apud poch de Hermitage in Com̄ tuo vi & armis ſepes foſſat' & januas Ric̄i Nicoe Gen̄ ibm̄ nup per ipm̄ levat' noctant' aut tali tempoꝛe quo facta eoꝝ ſcir' non credebant ꝓſtraver' & al' enoꝛmia ei intuler' ad grave dampnū ipſius R. & contra pacem noſtram ac ſi p̄d R. N. fecerit te ſecurum de clamoꝛe ſuo ꝓſequendo tunc pone p vad & ſalvos plegios oīes ill' quos culpabiles inde inveneris q̄d ſint coꝛam nobis a die Sc̄i Hill' in quindeim dies ubicunq; tunc fuerimus in Anglia ad reſpondend̄ tam nobis de pace nrā fract' quam p̄dc̄o Ric̄o Nicoe de tranſgr' p̄d & heas ibi noīa eoꝝ p̄ quoꝝ ſacrm̄ Inquiſicon̄ ill' feceris Et hoc bre teſte nobis ipſis apud Weſtm̄ ſecundo die Decembr' anno regni noſtri pꝛimo ad quam quidem xv Sc̄i Hill' coꝛam Dn̄o Rege & Dnā Regina apud Weſtm̄ J. S. Ar' Vic' Com̄ p̄d et retoꝛn bre p̄d ei inde di-

Inquiſition ſur ceo.

rect' ſub hac forma ſcilt Execuc̃o iſtius br̃is patet in quadam Inquiſicon hunc br̃i annex' Johes Still Ar' Vic' Dorš Inquiſic̃o indentat̃ capt' apud Dorš in Com̄ p̃d' ſecundo die Januarij año regni Dni & Dne W. & M. Dei Gra Angl' Scoc' Franc' & Hibernie Regis & Regine Fidei Defenſor̃ &c. primo coram me J. S. Ar' Vic' Com̄ p̃d' virtute br̃is dc̃or Dni Regis & Dne Regine mihi direct' & huic Inquiſicon annex' p ſacrm̄ E. L. W. H. &c. ꝓbor̃ & legal' hominum de Com̄ p̃d' qui dicunt ſuper ſacrm̄ ſuum q̃d R. M. Gen̄ in brv p̃d' nõiat̃ primo die Auguſti año regni Dni Jacobi ſecundi nup Regis Angl' &c. tertio & ſemp poſtea hucuſq; intereſſat̃ fuit & adhuc intereſſat̃ exiſtit ꝓ remanere cujuſdam termini xxxj annor adtunc & adhuc ventur̃ & inexpirat̃ de & in quodm̄ vaſto ſive coia cõiter vocat̃ Hermitage-Common continen̄ per eſtimac̃onem 300 acras ſcituat̃ jacen' & exiſten' infra paroch de H. in Com̄ p̃d' parcell' Manerij de Fordington in eodem Com̄ ac etiam parcell' Ducat̃ Cornub qdq; ipſe R. M. ſic ut p̃fertur intereſſat̃ exiſten̄ poſtea ſcilicet viceſimo die Apr' anno regni dc̃or Dni & Dne W. & M. nunc Regis & Regine Angl' &c. primo apud paroch de H. p̃d' in Com̄ p̃d' vaſtum ſive cõiam p̃d' cum ſepib; foſſat̃ januis repagulis & ſcalis incluſit qdq; poſt inclucon inde quidm̄ malefactores & pacis dc̃or Dni Regis & Dne Regine pturbat̃ Jur' õio ignot̃ poſtea ſcilt decimo quinto die Maij anno regni dc̃or Dni & Dne Regis & Regine nunc primo ſupradicto apud paroch de H. p̃d' in Com̄ p̃d' noctanter aut tali tempore quo fca eor̃ ſcit̃ non credebant vi & armis &c. 430 pticãt ſepium quatuor januas & tria repagula & ſcalas in & circa vaſtum ſive cõiam p̃d' nup ante p ipm̄ R. M. levat̃ & erect̃ ꝓſtraver̃ ſecuer̃ & dejecer̃ Et Jur̃ p̃d' ſup ſacrm̄ p̃d' ulterius dicunt qd' quidam al' malefactor̃ & pacis perturbator̃ Jur̃ p̃d' õio ignot̃ poſtea ſcilt viceſimo die Maij anno regni dc̃or Dni & Dne Regis & Regine W. & M. nunc primo ſupradicto apud paroch de Hermitage p̃d' noctanter aut tali tempore quo fact' eorum ſcit̃ non credebant vi & armis &c. 350 perticat̃ ſepium quatuor januas & tria repagula & ſcalas in & circa vaſtum ſive cõiam p̃d' nup ante p ipſum R. M. levat̃ & erect' ꝓſtraver' ſecuer' & dejecer' Et Jur̃ pred' ſup ſacrm̄ ſuum pred' ulterius dicunt q̃d quidam al' malefactor̃ & pacis perturbator̃ Jur̃ pred' õio ignot̃ poſtea ſcil't 28 die Maij anno regni Regis & Regine W. & M. nunc primo ſupradicto apud paroch de H. p̃d in Com p̃d noctanter aut tali tempore quo facta eor ſcit̃ non credebant vi & armis 120 perticat' ſepium & unam januam nup ante p ipſum R. M. in & circa vaſtu ſive cõiam p̃d levat̃ & erect̃ ꝓſtraver̃ & dejecer̃ In cujus rei teſtimonium tam ego quam Jur̃ p̃d huic Inquiſicon̄ ſigilla noſtra alternatim appoſuimus die anno

Al Inquiſit' ret'.

Al Inquiſit' ret'.

anno & loco ſupꝛadictis &c. Johes Stile Ar' Vic' ſuper quo dcī Dñus Rex & Dnā Regina mandaver' Vic' Com̄ p̃d aliud brē ſuũ clm̄ in hec Ꝟba Willielmus & Maria Dei Gꝛā Angl' Scoc' Franc' & Hibñ Rex & Regina Fidei Defenſor' &c. Vic' Doꝛſet ſalutem Cum nup ꝑ brē noſtrum de Cur' Cancellar' noſtra emanen tibi p̃cepimus qd ꝑ ſacrm ꝓboꝝ & legaliũ hominũ de Com̄ tuo ꝑ quos rei Ꝟitas melius ſciř potuiſſet diligent' inquiras qui malefactoꝛes & pacis noſtre ꝑturbatoꝛes apud paroch de H. in Com̄ tuo vi & armis ſepes foſſat' & januas R. M. Gen ibm nup ꝑ ipſum levat' noctanter aut tali tempoꝛe quo facta eoꝝ ſcir' non credebant ꝓſtraviſſent & alia enoꝛmia ei intuliſſent ad grave dampnũ ipſius R. & contra pacem noſtram ac ſi p̃d R. faceret te ſecurũ de clamoꝛe ſuo ꝓſequend tunc poneres ꝑ vad & ſalvos pleg' oĩes ill' quos culpabiles inde invenerit q̃d eſſent coram nobis a die Sci Hill' in quindecim dies ult' p̃terit' ubicunq; tunc fuerimus in Angl' ad reſpondend tam nobis de pace nrã fract' quam p̃d R. de tranſgr' p̃d Tuq; ad diem ill' nobis retoꝛn quandam Inquiſicõnem indentat' capt' coꝛam te apud Doꝛs in Com̄ p̃d viceſimo die Januarij anno regni noſtri pꝛimo virtute bris tibi direct' & eidem Inquiſicõn annex' ꝑ ſacrm duodecim Jur' ꝓboꝝ & legaliũ hominũ de Com̄ p̃d per quam compꝑt' fuit q̃d p̃d R. M. in bri p̃d nõiat' pꝛimo die Auguſti anno regni Dñi Jacobi ſecundi nup Regis Angl' &c. tertio & ſemp poſtea uſque tunc intereſſat' fuit & adhuc intereſſat' exiſtit ꝓ remanere cujuſdam termini xxxj annoꝝ adtunc & adhuc ventur' & inexpirat' de & in quodam vaſto ſive cõia vocat' Hermitage-Common continen ꝑ eſtimacõnem 300 acr' ſcituat' jacen & exiſten in paroch de H. in Com̄ p̃d parcell' Manerij de F. in eodem Com̄ acetiam parcell' Ducat' de Coꝛnub q̃dq; ipſe idem R. M. ſic ut p̃ſertur intereſſat' exiſten poſtea ſcil't viceſimo die Apꝛilis anno regni nri pꝛimo apud paroch de H. p̃d in Com̄ p̃d vaſtum ſive cõiam p̃d cum ſepib; foſſat' januis repagulis & ſcalis incluſit q̃dq; poſt inclucõnem inde quidam malefactor' & pacis noſtre perturbator' Jurat' p̃d oĩo ignot' poſtea ſcilt' decimo quinto die Maij anno regni noſtri pꝛimo ſupꝛadicto apud paroch de H. p̃d in Com̄ p̃d noctanter aut tali tempoꝛe quo facta eoꝝ ſciř non credebant vi & armis &c. 430 perticat' ſepiũ quatuoꝛ januas & tria repagula & ſcalas in & circa vaſtum ſive cõiam p̃d nup ante ꝑ ipſum R. M. levat' & erect' ꝓſtraviſſent ſecuiſſent & dejeciſſent q̃dq; quidam al' malefactoꝛes & pacis perturbatoꝛes Jurat' p̃d oĩo ignot' poſtea ſcilt viceſimo die Maij anno regni noſtri pꝛimo apud paroch de H. p̃d in Com̄ p̃d noctanter aut tali tempoꝛe quo facta eoꝝ ſciř non credebant vi & armis &c. 350 perticat' ſepiũ quatuoꝛ januas & tria repagula & ſcalas in & circa vaſtum ſive cõiam p̃d nuper

Briefe de Diſtringas des proch' Vills ove un *non omitt'*, en quel le primer Briefe eſt recite.

Inquiſition retorne.

Per que eſt trove que le dit R. M. ad intereſt en un Waſt appel *Hermitage-Common* pur le remainder d'un terme de 31 ans.

ante per ipſum R. M. levat̄ & erect̄ ꝓſtraviſſent ſecuiſſent &
dejeciſſent Quoq; quidem al' malefactor̄ & pacis perturbator̄ Ju-
rat̄ p̄d' oīo ignot̄ poſtea ſcilt viceſimo octavo die Maij anno
regni noſtri primo ſupradicto apud paroch̄ de H. p̄d' in Com̄ p̄d'
noctanter aut tali tempore quo facta eor̄ ſcit̄ non credebant vi &
armis &c. 120 perticat̄ ſepiũ & unam januam nuper ante tunc
per ipſum R. M. in & circa vaſtum ſive cōiam p̄d' levat̄ & erect̄
ꝓſtraviſſent & dejeciſſent ꝓut per inſpeccōn p̄d' bris & p̄d' In-
quiſicōnis ꝑ te virtute ejuſdem bris coram nobis retornat̄ ibim̄

Le Briefe de Diſtringas, &c.

de Recordo jam remaneñ nobis conſtat manifeſte tibi p̄cipimꝰ
q̄d non omitt̄ ꝓpt̄ aliqm̄ libtatem in ballia tua quin diſtringas
ꝓpinquas Villat̄ ſepib; januis repagulis & ſcalis pred' circum-
adjaceñ ad ſepes januas repāgul' & ſcal' pred' ſic proſtrat' ſect' &
deject' levand' ad cuſtag' ſua propt̄ precipimus etiam tibi q̄d p
ſacrm̄ probor̄ & legaliũ hominũ de Com̄ tuo per quos rei veritas
melius ſcit̄ poterit diligent̄ inquit̄ que dampnũ pred' R. M. ſu-
ſtinuit occōne proſtracon ſeccōn & dejeccōn pred' ſepiũ januar̄

Et auxi de Inquirer de Dam.

repagul' & ſcalar̄ & dampnũ ill' eidem R. M. reſtituas & qualit̄
hoc precept̄ noſtrum fuer̄ execut̄ nobis conſtar̄ fac' a die Paſch̄ in
quindecim dies ubicunq; tunc fuerimus in Angl' ſub ſigill' tuo
& ſigillis eor̄ per quor̄ ſacrm̄ Inquiſicon pred' capias hoc bre
noſtrum nobis tunc remitteñ Teſte J. H. Mil' apud Weſtm̄
triceſimo die Januarij anno regni noſtri primo Ad quam qui-
dem quindeñ Paſch̄ Vic non miſit inde bre nec aliquod inde fe-

Al Briefe award.

cit Jō dcũ Dñus Rex & Dna Regina mandaver' Vic pred' ali-
ud bre ſuũ cliñ in hec verba ſcilt W. & M. Dei Gra Angl' Scot
Franc & Hibn Rex & Regina Fidei Defenſor &c. Vic Dorſ ſa-
lutem Cum nuper per bre noſtrum &c. (Et iſſint recite tout le
p̄cedent Briefe que fuit retornable in Octab' Sancte Trin' & Teſte

Le Retorne de ceſt Brief.

12 die Maij anno ſecundo W. & M.) Ad qm̄ quidem Octab Sce
Triñ coram Dño Rege & Dna Regina apud Weſtm̄ predict
J. S. Ar' Vic Com pred' retorn ult' mencōnat' bre ei inde direct
ſub hac forma ſcilt Manucaptor̄ Inhitañ de Hermitage Holneſt
Hilvill Hartley Minterne magna & Middlemarſh in Com Dorſ
exiſten propinquis Villat̄ ſepalib; januis repagul' & ſcalis in-
fraſcript̄ circumadjacen Johannes Doe & Ricardus Roe ſcilt exit̄
Inhitañ Villat̄ de H. ſupradict̄ 40 s. exit̄ Inhitañ Villat̄ de H.
ſupradict̄ 40 s. exit̄ Inhitañ Villat̄ de H. ſupradict̄ 40 s. exit̄
Inhitañ Villat̄ de H. ſupradict̄ 40 s. exit̄ Inhitañ Villat̄ de
M. magna ſupradict̄ 40 s. exit Inhitañ Villat̄ de M. ſupradict
40 s. Et ulterius Dño Regi & Dne Regine infraſcript̄ certifico
quod iſtud bre adeo tarde mihi delibat' fuit eo q̄d propter bre-
vitatem temporis dampna in Inquiſicoñ huic bri annex' men-
cōnat̄ infranominat̄ R. M. reſtituere non poſſim reſiduum

iſtius bꝛis patet in Inquiſicoñ pred' ſcilt J. S. Ar' Vic Dorš ſcilt Inquiſico indentat capt apud S. in Com̃ Dorš pred' viceſimo tertio die Maij año regni Dni W. & Dne M. Dei Gra Angl' Scoc Franc & Hibn' Regis & Regine Fidei Defenſor' &c. ſecundo coram me J. S. Ar' Vic Com' pred' virtute bꝛis Dni Regis & Dne Regine mihi direct & huic Inquiſicon annex' p ſacrm̃ R. M. &c. xbor & legal' hom Com̃ pd' Jurat' & onerat' ad inquirend' que dampna R. M. in bri pred' nominat ſuſtinuit occone proſtraconis ſectionis & dejeccon' ſepiu januar' repagul' & ſcalar' in eodem bri nominat' qui dicunt ſup ſacrm̃ ſuu pred' q̃d pred' R. M. ſuſtinuit dampna occone pred' ad 300 l. In cujus rei teſtimonium tam ego prefat Vic quam Jur' pred' huic Inquiſicoñ ſigilla noſtra alternatim appoſuimus die anno & loco ſupradictis J. S. Ar' Vic Per quod precept eſt Vic Com' pred' per aliud bre dcor Dni Regis & Dne Regine qd' non omitt &c. quin diſtringat Inhitañ de ſepal' Vill' de H. &c. pred' exiſten' propinquis Villat ſepibʒ januis repagulis & ſcalis pred' circumadjaceñ p oves terr' &c. Et qd' de exit &c. Ita qd' ipſi ſepes januas repagul' & ſcalas pred' dco R. M. reſtituant & qualit precept illud fuerit execut dcis Dño Regi & Dne Regine conſtar' fac a die Sci Michis in tres ſeptimañ ubicunqʒ &c. dict bre dcis Dño Regi & Dne Regine tunc remitteñ Ad quas quidem tres ſeptiman' Sci Michis Vic non miſit bre nec aliquid inde fecit Et ad pred' tres ſeptimañ Sci Michi coram dco Dño Rege & Dna Regina apud Weſtm' ven' W. W. & T. K. duo Inhitan' Ville de H. pred' in nomine omniu Inhitan' ejuſdem Ville R. B. Mil' & R. F. duo Inhitañ Ville de H. pred' in nomine omnium Inhitañ ejuſdem Ville R. H. & R. C. duo Inhitañ Ville H. pred' in nomine omniu Inhitañ ejuſdem Ville N. N. Ar' & R. F. duo Inhitañ de M. magna pred' in nomine omnium Inhitañ ejuſdem Ville ac N. N. & R. F. duo Inhitantes Ville de M. pred' in nomine omnium Inhitan' ejuſdem Ville in proprijs perſonis ſuis & habito auditu breviu pred' & retorn' eorundem & Inquiſicon' pred' petunt inde diem interloquend' uſq in Octab Sci Hillarij & eis conceditur coram Dño Rege & Dna Regina ubicunq &c. Idem dies dat' eſt hic Samueli Aſtry Mil' Coron' & Attorn' Dni Regis & Dne Regine in Cur' ipſor Regis & Regine coram ipš Rege & Regina qui pro eiſdem Dño Rege & Dna Regina in hac parte ſequitur Et pred' R. M. W. W. T. K. A. M. A. F. R. F. R. H. R. B. & R. F. in nomine omnium Inhitañ ſeperal' Vill' de H. H. H. M. M. &c. Ad quas quidem Octab Sci Hill' coram dict Dño Rege & Dna Regina apud Weſtm ven' tam pred' Samuel' Aſtry Mil' qui ſequitur quam Et pred' R. M.

p̃d

Inquiſit' de Dam.

Alias Diſtringas.

Ret' tres Mich'.

Les Inhabitants appear.

Imparlans.

Jour done, &c.

pd̃ W. W. & T. K. duo Inhitan' Ville de H. pꝛed̃ & pd̃ R. B. & S. B. duo Inhitan' Ville de H. pd̃ & pd̃ A. M. & A. F. duo Inhitan' Ville de H. pd̃ & pd̃ R. H. Mil' & R. F. duo Inhitan' Ville de H. pd̃ & pd̃ R. H. & R. B. duo Inhitan' Ville de M. magna pd̃ ac pd̃ N. N. Ar' & R. F. duo Inhitan' Ville de M. pd̃ in nomine omnium Inhitañ ſepal' Vill' de H. H. H. H. M. magn' & M. pd̃

Auter Imparlans.

Et pd̃ W. W. T. K. R. B. &c. ulterius petunt diem ad bꝛia pd̃ & retoꝛn' eoꝛundem ac Inquiſicon' pd̃ interloquend̃ uſqꝫ a die Paſch in quindecim dies & eis conceditur coꝛam Dño Rege & Dna' Regina ubicunqꝫ &c.

Jour done, &c.

Idem dies dat' eſt tam pfat' S. A. Mil' qui ſequitur &c. Et pd̃ R. M. W. W. T. K. R. B. nomine omniu' Inhitan' ſepal' Vill' de H. H. &c. (Et iſſint ſont autiel continuance de Term en Term al Term de S. Michael.) Ad quas quidem tres ſeptiman' Sci Mich coꝛam dc̃is Dño Rege & Dna' Regina apud Weſtm' venit tam pꝛefat' S. A. Mil' qui ſequitur &c. Et pꝛed̃ R. M. W. W. & T. K. duo Inhitan' Ville de H. pd̃ & pd̃ R. B. & S. B. duo Inhitan' Ville de H. pd̃ & pd̃ A. M. & A. F. duo Inhitan' Ville de H. pd̃ & pd̃ R. H. & R. F. duo Inhitan' Ville de H. pd̃ & pd̃ R. H. & R. B. duo Inhitan' Ville de M. magna pd̃ ac pd̃ N. N. & R. F. duo Inhitan' Ville de M. pd̃ nomine omniu' Inhitan' ſepal' Vill' de H. H. H. H. M. magna & M. pd̃ p W. Eyꝛe Attoꝛn' ſuu' & hito auditu ſepal' bꝛiu' pd̃ & retoꝛn' eoꝛundem ac ſepal' Inquiſicon' pd̃ queruntur ſe coloꝛe pmiſſoꝛ' graviter vexat' foꝛe & inquietat'

Proteſtations del Inhabitants.

Et hoc minus juſte quia ꝓteſtando qd̃ bꝛia pd̃ & retoꝛn' eoꝛundem & Inquiſicon' pd̃ ac materia eiſdem content' min⁹ ſufficien' in lege exiſtunt ad quã ipſi neceſſe non habent nec p legem terre tenentur reſpondere Pꝛoteſtandoqꝫ etiam qd pd̃ R. M. in eiſdem bꝛib; & Inquiſicon' nominat' pꝛimo die Auguſti anno regni Jacobi ſecundi nup Regis Anglie &c. tertio aut unquam poſtea hucuſqꝫ nullo legitimo modo intereſſat' fuit ꝓ remanere alicujus termini xxxj annoꝝ adhuc ventur' de vel in vaſto ſive cõia' vocat' Hermitage-Common Pꝛoteſtandoqꝫ etiã qd pd̃ R. M. non ſuſtinuit dampna occone ꝓſtracon' ſeccon' dejeccon' ſepium januar' repagul' & ſcalar' pd̃ ad valenc' 3601 ꝓut p Inquiſicon' pd' ult' ſupius ſpecifi falſo compt' exiſtit

Plea del Inhabitants de H.

Pꝛo ꝑlito tamen Inhitan' Ville de Holne pd' ſupius nõiat' ꝓ omnib; Inhitañ ejuſdem Ville dicunt qd pꝛed' Dñus Rex & Dna' Regina nunc eos occone pꝛemiſſoꝝ impetere ſeu onerare non debent Et qd' ipſi racone Bꝛium & Inquiſicon' pꝛed' ſepes januas repagul' & ſcalas pꝛed' in Bꝛib; & Inquiſicon' pꝛed' mencõnat' foꝛe ꝓſtrat' aut aliquam inde parti ad cuſtag' ſua ꝓpꝛ' levand' aut ad aliqua dampna eidem R. M. in ea parte reddend' onerari non debent quia dicunt qd' ſepales pſon ꝑſone pꝛefat̃ R. M bene cognit̃ ſcilt quidam H. P. de M. magna pꝛed' ſervien' ipſius R. M. & ux' ejuſdem H. ac L. P. filia ſua & W. M. de M. Magna pꝛed' ꝑ fraudem & covin' inter eos & eundem R. M. pꝛius hit̃ apud paroch de H. pꝛed' ſepes januas repagul' & ſcalas pꝛed' (que ſuperius ut pꝛefertur ſuppōit̃ malefactoꝛ' ignot' ꝓſtraſſe ſecuiſſe & dejeciſſe in foꝛma pꝛed') fraudulent' & ſubdole ac noctanter vel tali tempoꝛe quo facta eoꝝ ſcir' non credebant freger' ꝓſtraver' & dejecer' ea intencōne qd' ipſe dc̄us R. M. magnas denar̃ ſum ꝓ dampnis ſuis coloꝛe & pꝛetextu humod ꝓſtracōnis & dejeccōnis ſepium januar̃ repagul' & ſcalar' ill' per malefactoꝛ' ignot̃ fieri ſupponend' de ꝓpinquis Villat̃ pꝛed' recuperare & obtinere poſſet ac licet idem R. M. perſonas illas que ſic dc̄as ſepes januas repagul' & ſcalas ꝓſtraviſſent & dejeciſſent ante ꝓſecucon' b̃rium pꝛed' vel alteriꝰ eoꝝ certo ſcivit Ac etiam notic' de nōib; ſuis ꝑ divers' Inhitañ Vill' pꝛed' eidem R. M. dat' fuit videlt apud paroch de H. pꝛed' idem tamen R. M. b̃re illud ult' mencōnat' ad intencōnem ſupꝛadictam & ex ulterioꝛe fraude & covina inter eum & pꝛed' H. P. & W. M. ibm pꝛius hit̃ impetravit & ꝓſecut̃ fuit ac ꝑ Inquiſicon' pꝛed' ſuperinde in foꝛma pꝛed' capt' ex evidenc' per ipſas perſonas que malefacta ill' ſic feciſſent Jurator' Inquiſicon' illius falſo fraudulenter & deceptive datis nequiter & callide ꝓcuravit Jur' illos invenire & ſuper ſacrm' ſuū dicere qd' ipſe dc̄us R. M. ſuſtinuit dampnum occōne ꝓſtracon' ſeccōn' & dejeccōn' ſepium januar' repagul' & ſcalar' pꝛed' ad 360l. ubi revera pꝛed' R. M. non ſuſtinuit dampna ea occōne ult' quinq; libr' ac dampna ill' ei evener̃ ex fraude & covina ſua ꝓpr' in foꝛma pꝛed' Abſq; hoc qd' malefactoꝛ' dc̄o R. M. ignot̃ ſepes januas repagul' & ſcalas ill' ꝓſtraver' ſecuer' & dejecer' modo & foꝛma ꝓut pet' b̃re & Inquiſicon' pꝛed' ſuperius ſuppon' Et hoc parat̃ ſunt ꝟificare unde pet' Judiciū & q̄d ipſi Inhitañ Ville pꝛed' de pꝛemiſſ' per Cur' exonerentur & inde dimittantur &c.

Que auters perſons conus al R. M. per fraud & covin entre eux & R. M. ont proſtrate ſes ſences, &c.

Notice de ceo done al R. M.

Travers que perſons ignot', &c. proſtrav', &c.

Et pꝛed' Inhitañ Ville de Hermitage ſuperius nominat̃ pꝛo ꝑſito dicunt qd' ijdem Dn̄us Rex & Dna Regina nunc eos occōne pꝛemiſſoꝝ impetere ſeu onerare non debent & qd' ipſi rōne b̃rium & Inquiſicon' pꝛed' ſepes januas repagula & ſcalas pꝛed' in b̃rib; & Inquiſicon' pꝛed' mencōnat̃ foꝛe ꝓſtrat' vel aliquam inde partem ad cuſtag' ſua ꝓpr' levand' aut ad aliqua dampna eidem R. M. in ea parte reddend' onerari non debent quia dic' qd' Manerium de Foꝛdington in Com̃ Doꝛſet eſt & tempoꝛe emanacon' ſeperalium b̃rium pꝛed' necnon tempoꝛe capcōnis ſeperal' Inquiſicon' pꝛed' fuit & adhuc eſt parcell' Ducat̃ Coꝛnub̃ & qd' tempoꝛe capcon' ſeperat̃ Inquiſicon' pꝛed' pꝛed' Dn̄us Rex & Dna Regina ſeiſit̃ fuer' & adhuc ſeiſit̃ exiſtunt de Manerio

pꝛed'

Plea del Inhabitants de Hermitage.

Que le Manor de F. &c. eſt part de le Dutchy de Cornwall. De que le Roy & Reine ſont ſeiſie &c.

pred' in dñico ſuo ut de feodo ut parcell' Ducat' pred' ac qd' tempore capcon' ſeperat Inquiſicon' pred' necnon a tempore cujus contrar' memoria hominũ non exiſtit 300 acr' terre vocat Hermitage-Common in Inquiſicon' pred' mencōnat per R. M. nuper inclus' fuer' & adhuc exiſtunt parcell' Manerij pred' & qd' tempore capcon' ſeperat Inquiſicon' pred' necnon a tempore cujus contrar' memoria hominum non exiſtit om̄es tenentes om̄ium tenementoꝝ de Maner' pred' in H. pred' habuer̃ & habere conſuever̃ & debuer̃ cõiam paſture in pred' 300 acr' terre vocat Hermitage-Common & non alibi pro omnibꝫ & omnimod' avijs ſuis cõicalibꝫ ſuper teñta ſua ſeperat reſpective levan' & cuban' omni tempore anni tanquam ad teñta ſua pred' pertin' Et ulterius ijdem Inhitan' dic' qd' ipſi ſunt ac tempore emanacon' ſeperat br̃ium necnon capcon' ſeperat Inquiſicon' pred' & diu antea fuer̃ tenentes Manerij pred' ſeperat tenementor' de Manerio pred' in H. pred' Et pd' de R. M. de injur̃ ſua ꝑpr' pred' 300 acr' terre vocat Hermitage-Common cum ſepibꝫ foſſat januis ſcalis & repagul' in Br̃ibꝫ & Inquiſicon' pred' mencōnat quo minus ipſi & alij tenentes Manerij pred' in pred' 300 acr' terre pro communia ſua ibidem habend' intrare potuer' incluſit Ita qd' tenentes pred' in pred' 300 acr' terre vocat Hermitage-Common ſufficient paſtur̃ non habent vel ſufficien' ingreſſum vel egreſſum inde quant pertinet ad tent̃ ſua unde petit Judicm̃ & qd' ipſi Inhitan' Ville pred' de premiſſis per Cur' hic exonerent & inde dimittant &c.

Que le common inclus' per R M. eſt parcel de ceſt Manor.

Preſcription que touts les tenants del dit Manor de temps d'ont ount common de paſture, &c.

Auximent que ils ſont tenants del dit Manor.

Et que le dit R. M. de injuria ſua incloſe le dit common,&c.

Plea del Inhabitants de Hilvil & Hartley.

Et pred' Inhitan' Ville de Hilvil & Hartley ſuperius nominat pro omnibus Inhitan' earundem Villar̃ pro placito dic' qd' ijdem Dominus Rex & Domina Regina nunc eos occõne premiſſorum impetere ſeu onerare non debent Et qd' ipſi rõne Br̃ium & Inquiſicon' pred' ſepes januas repagula & ſcalas pred' in Br̃ibꝫ & Inquiſicon' pred' proſtrat fore vel aliquam inde partem ad cuſtag' ſua ꝑpr' levand' aut ad aliqua dampna eidem R. M. in ea parte reddend' onerari non debent quia dic' qd' H. P. de M. magna pred' & ux' ejus & L. P. filia ejuſdem H. P. & W. M. de M. magna pred' diebus & annis ſupradictis in prima Inquiſicon' pred' inde ſuperius ſpec' ſepes januas repagul' & ſcalas pred' que ſuperius ut p̃fertur ſupponitur malefactor' ignot' in forma p̃d' ꝑſtraſſe ſecuiſſe & dejeciſſe vi & armis &c. nõtanter vel tali tempore quo facta eoꝝ ſcir' non credebant freger' proſtraver' & dejecer' unde p̃d' R. M. habuit notic' Abſq; hoc qd' malefactores ignot ſepes januas repagul & ſcalas ill' proſtraver̃ ſecuer̃ & dejecer̃ modo & forma prout per Br̃ia & Inquiſicon' pred' ſuperius ſupponitur Et hoc parat ſunt verificare unde pet̃ Judicm̃ & qd' ipſi Inhabitant' Villar' de H.

Que les perſons ſont conus al dit R. M. proſtrate les fences, &c. come devant &c.

Traverſe.

H. & H. p̄d de p̄miſſis per Cur' hic exonerentur & dimittantur &c.

Et p̄d Inhitan de Mitton magna & Middlemarſh ſupius nominat' ꝓ omnib; Inhitan earundem Villar' ꝑ plito dicunt qd̄ iidem Dn̄us Rex & Dn̄a Regina nunc eos occōne p̄miſſor' impetere ſeu onerare non debent Et qd̄ ipſi racōne Brium & Inquiſicon p̄d ſepes januas repagula & ſcalas p̄d in Brib; & Inquiſicon p̄d mencōnat' fore ꝓſtrat' aut aliquam inde ꝑtem ad cuſtagia ſua ꝓpr' levand aut ad aliqua dampna eidem R. M. in ea parte reddend onerari non debent quia dicunt qd̄ W. M. de M. magna p̄d in Com p̄d Carpenter & H. P. de M. magna p̄d in Com p̄d ſepes januas repagula & ſcalas p̄d ſupius ſupponit' fore ꝓſtrat' fect' & deject' ꝑ malefactor' ignot' ut p̄fertur vi & armis &c. apud paroch de H. p̄d in Com p̄d noctanter aut tali tempore quo fcā eor' ſcit' non credebant ꝓſtraver' ſecuer' & dejecer' contra pacem dcōr' Dni Regis & Dnē Regine nunc &c. Sup quo iidem W. S. & H. poſtea & infra unu annu ſequen ſcilt ad General' Seſſion Pacis dcōr' Dni Regis & Dnē Regine nunc tent' apud S. in & ꝑ p̄d Com Dorſet 29 die April' anno ſecundo ſupradicto coram Hugone Hodges Ar' & T. T. Ar' Juſtic' dci Dni Regis & Dnē Regine ad pacem infra Com p̄d conſervand necnon ad divers Felon Tranſgr' & alia Maleficā in eodem Com ꝑpetrat' audiend & terminand aſſign inde indictat' fuer' ꝑut ꝑ Record' inde penes Cuſtod Rotulor' Com ill' reman plenius apparet. Quo quidem indictamento ſic facto p̄d R. M. ad eandem Seſſion Pacis huit notic' Et hoc parat' ſunt verificare unde pet' Judicm & qd̄ ipſi Inhitan Ville p̄d de p̄miſſis ꝑ Cur' hic exonerentur & inde dimittantur &c. Et ulterius p̄d Inhitan omniu Villar' p̄d ſuperius nominat' ꝓ omnib; Inhitan earundem Vill' dicunt qd̄ ſi ipſi aliqua dampna occōne p̄miſſor' in Brib; & Inquiſicon p̄d ſuperius ſpec' p̄fat' R. M. reſtituere debeant dampnu p̄d ꝑ ult' Inquiſicon p̄d inde compt' ſunt valde exceſſiva quōq; p̄d R. M. non ſuſtinuit dampna in ea parte ult' quinq; libr' Et de hoc pon ſe ſup priam Et p̄d S. A. Mil' qui ſequitur &c. Et p̄d R. M. ꝓ ſeipſo ſimiliter

Plea del Inhabitants de M. & M.

Que auters perſons proſtrate les fences.

Et que ils fueront endict pur ceo al Seſſions de Peace.

Touts les Inhabitants diont que les damages trove per le Inquiſition ſont exceſſive, &c. Et Iſſue ſur ceo.

Et p̄d S. A. & R. M. hito auditu tam placiti p̄d ꝑ p̄fat' W. W. & E. R. Inhitan Vill' de Hermitage p̄d nomine omnium Inhitan ejuſdem Ville & ꝑ p̄fat' R. B. & S. B. Inhitan Vill' de Holneſt p̄d nomine omnium Inhitan' ejuſdem Ville ac ꝑ p̄d A. M. & A. F. Inhitan' Vill' de Hilvil p̄d' nomine omnium Inhitan' ejuſdem Ville quam placito p̄d' ꝑ p̄fat' R. H. Mil' & R. T. Inhitan' Vill' de Hartley nomine omnium Inhitan' ejuſdem Ville ac ꝑ p̄d' R. H. & R. V. Inhitan' Vill' de Minton

Replicat' al Plea del Inhabitants de Holneſt, &c.

magna p̄d' nomine omnium Inhitan̄ ejuſdem Ville ac p̄d' N. N. & R. F. Inhitan' Vill' de Middlemarch p̄d' nomine omnium Inhitan' ejuſdem Ville modo & forma p̄d' ſuperius ult' placitat' dic' qd' Dñus Rex & Dnā Regina nunc & p̄d' R. M. ꝑ aliqua ꝑ p̄d' W. W. E. K. &c. ſuꝑius placitando allegat' a p̄d' b̄re de Diſtringas verſus Inhitan' Villar' p̄d' p̄cludi non debent Q̄dq; ijdem Inhitan' Ville p̄d' a levand' ſepes januas repagul' & ſcalas p̄d' in Brib; Inquiſicon' p̄d' menc̄onat' ad cuſtag' ſua ꝓpr' vel a reddend' dampna p̄d' ꝑ Inquiſicon' pred' compt' eidem R. M. in ea parte exonerari non debent quia quoad p̄d' placitum p̄d' Inhitan' Vill' de Holneſt p̄d' nomine omnium Inhitan' ejuſdem Ville ſuꝑius placitat' idem Coron' & Attorn' qui ſequitur &c. Et pred' R. M. dic' q̄d pred' malefactor' pred' R. M. ignot' ſepes januas repagul' & ſcalas ill' ꝓſtraver' ſecuer' & dejecer' modo & forma ꝓut ꝑ Bria & Inquiſicon' pred' ſuꝑius ſupponitur Et hoc ijdem Coron' & Attorn' qui ſequitur &c. Et pred' R. M. petunt qd' inquiratur ꝑ patriam & pred' R. B. & S. B. Inhitan' Vill' de H. pred' in nomine omnium Inhitan' ejuſdem Ville ſiliter &c.

Que perſons ignot' proſtraver' &c. Et Iſſue ſur ceo.

Replic' quant al plea del Inhabitants de Hermitage que les fences fuer' proſtrate per perſons ignot'.

Et travers le Preſcript' pur Common.

Et quoad pred' placitum pred' Inhitan' Vill' de Hermitage pred' nomine omnium Inhitan' ejuſdem Ville modo & forma pred' ſuꝑius placitat' Idem Coron' & Attorn' qui ſequitur &c. Et pred' R. M. dicunt qd' ſepes repagul' & janue pred' R. M. in Brib; & Inquiſicon' pred' ſuperius levat' fore menc̄onat' ꝑ malefactor' & pacis dc̄i Dnī Regis & Dnē Regine nunc ꝑturbator' noctanter aut tali tempore quo fcā eoꝝ ſcir' non credebant de injur' ſua ꝓpr' ꝓſtrat' fuer' ꝓut ꝑ Bria & Inquiſicon' pred' ſuperius ſupponitur Abſq; hoc qd' tempore capcon' ſeꝑal' Inquiſicon' pred' necnon a tempore cujus contrar' memoria hominum non exiſtit oēs tenentes omnium tentor' de Manerio pred' in H. pred' huer' & here conſuever' & debuer' cõiam paſture in pred' 300 acris terre vocat' Hermitage-Common & non alibi ꝓ omnib; & omnimodis aꝟijs cõicalib; ſuꝑ tenementa ſua ſeꝑal' levan̄ & cuban̄ omni tempore an̄i tanquam ad tenementa ſua pred' ꝑtinen̄ modo & forma ꝓut pred' Inhitan̄ Ville de H. pred' ſuꝑius allegaver' Et hoc pred' Coron' & Attorn' qui ſequitur &c. Et pred' R. M. parat' ſunt Ꝟificare unde pet' Judicm̄ &c. Et quoad pred' pl̄itm̄ pred' Inhitan' Ville de H. & H. pred' nomine omnium Inhitan' earundm̄ Vill' ſuꝑius pl̄itat' Idem Coron' & Attorn' qui ſequitur &c. Et pred' R. M. dic' qd' malefactor' ignot' ſepes januas repagula & ſcalas pred' ꝓſtraver' ſecuer' & dejecer' modo & forma ꝓut ꝑ Bria & Inquiſicon' pred' ſuꝑius ſuppon' Et hoc idem Coron' & Attorn' qui ſequitur &c. Ac pred' R. M. petunt qd' inquiratur ꝑ patriam & pred A. M. & A. F.

Replic' al Plea del Inhabitants de Hlvil & Hartley. Que perſons ignot' &c. proſtrav' &c. Et Iſſue ſur ceo.

& A. F. Inhitan̄ Ville H. p̃d nõie omniū Inhitan̄ ejusd̄ Ville & p̃d J. H. Mil' & R. F. Inhitan̄ Vill' de H. p̃d nõie omniū Inhitan̄ ejusd̄ ſilit' &c. Et quoad p̃d ptitm̃ p̃d Inhitañ Vill' de Minton magna & Middlemarſh nõie omniū Inhitan̄ eaꝝd̄ Vill' ſupius ptitat' Idem Coron̄ & Attorn̄ qui ſequitur &c. Et p̃d R. M. dic' qd p̃d W. M. & H. P. ſepes januas repagul' & ſcalas p̃d ſupius ſuppõit fore ꝓſtrat' ſeck' & dejeck' non ꝓſtraver' ſecuer' ſeu dejecer' modo & forma ꝓut id̄ Inhitan̄ Ville de M. magna & M. p̃d ſupius ptitando allegaver' & hoc id̄ Coron̄ & Attorn̄ p̃d R. M. petunt qd inquiratur p priam̄ Et p̃d R. H. & R. B. Inhitan̄ Ville de M. m. p̃d nõie omniū Inhitan̄ ejusd̄ Ville ſiliter &c. Et p̃d Inhitan̄ Ville de Hermitage ſupius nõiat' p oibꝫ Inhitañ ejusd̄ Vill' ut prius dic' qd tempore capcon' ſepal' Inquiſicon' p̃d necnon a tempore cujus contrar' memor' hõium non exiſtit oẽs tenent' Manerij p̃d oiū teñtoꝝ de Manerio p̃d in H. p̃d huer' & here conſuever' & debuer' cõiam̃ paſtur' in p̃d 300 acr' terre vocat' Hermitage-Coñon & non alibi ꝓ oibꝫ av̄ijs ſuis cõicalibꝫ ſup teñta ſua ſepal' reſpective levañ & cubañ omn' tempore añi tanqm̃ ad teñta ſua p̃d' ptiñ modo & forma ꝓut ipſi ſupius ptitando allegaver' Et de hoc poñ ſe ſup priam̃ Et p̃d' Coroñ & Attorñ qui ſequitur &c. & p̃d' R. M. ſiliter Idõ tã ad triand' exit' ill' quã ad triand' ſepal' al' exit' p̃d' ſupius in forma p̃d' junct' veñ inde Jur' corã dcis Dño Rege & Dnā Regina a die Scī Martini in quindecim dies ubicunq̃ &c. p quos &c. qui nec &c. ad recogñ &c. qui tam &c. Idem̃ dies dat' eſt tã p̃fat' S. A. Mil' qui ſequitur &c. & p̃d' R. M. qm̃ p̃d' W. W. E. R. &c. nõie omiū Inhitañ ſepal' Vill' de H. H. H. H. M. magna & M. p̃d' &c. ad quã quidm̃ quindeñ Scī Martini corã dcis Dño Rege & Dnā Regina apud Weſtm̃ veñ tã p̃fat' S. A. Mil' qui ſequitur &c. Et pred R. M. p̃d qm̃ W. W. & E. R. duo Inhitañ Ville de H. pred' & pred' R. B. & S. B. duo Inhitañ Ville de H. pred' & pred' A. M. & A. F. duo Inhitañ Ville de H. pred' & pred' R. H. Mil' & R. F. duo Inhitañ Ville de H. pred' & R. H. & R. B. duo Inhitañ Ville de M. magna pred' & pred' N. N. & R. F. duo Inhitañ Ville de M. pred' nõie omiū Inhitañ ſeperal' Vill' de H. H. H. H. M. magna & M. pred' per Attorn̄ ſuū pred' & Vic' retorñ noiā 12 Jurator' quoꝝ null' &c. Idõ preceptū eſt Vic' Com̃ pred' qd' non omitt' &c. quin diſtring' eos per oẽs terras &c. & qd' de exit' &c. ita qd' heat corpora eoꝝ coram dcis Dño Rege & Dnā Regina a die Scī Hillarij in quindecim dies ubicunqꝫ &c. ad recogñ in forma pred' Idm̃ dies dat' eſt tam prefat' S. A. Mil' qui ſequitur &c. Et pred R. M. qm̃ pred' W. W. T. R. &c. nõie omiū Inhitañ ſeperal' Vill' H. H. H. H. M. magna & M. pred' &c.

Replic' al Plea del Inhabitants que le dits W.M. & H. P. non proſtraver' les fences, Et Iſſue ſur ceo.

Rejoinder del Inhabitants de Hermitage per que ils join Iſſue ſur le Preſcript' pur Common.

Venire fac' agard a meſme les Iſſues devant.

Diſtringas agard.

Walter Whitgrave v. *Edward Chancey.*

Tempeſt. Hill. 10 & 11 W. 3. Regis. in C. B.

Barre per le Stat' encounter exceſſive Gaming.

EN un Indebt' Aſſumpſit pur 100 *l.* lucrat' al Paſſage & pur 100 *l.* ſur Account le Def. quant al ſecond ꝓmiſe plede *Non aſſumpſit.* Et Iſſue ſur ceo, & quant al auter ꝓmiſe Ipſe dic' qd' pred' Walterus ac̄conem ſuam pred' inde verſus eum habere non debet quia dic' qd' bene & verum eſt qd' ipſe idem Edwardus aſſumpſit ſuꝑ ſe ꝑut pred' Walterus quoad pred' primam ꝓmiſſion' & aſſumpcon' ſuꝑius inde narravit ſed idem E. ulterius dic' qd' poſt viceſimu nonu diem Septembris año Dno 1664. videlt eodem primo die Julij año decimo ſupradicto apud Stafford pred' in Com pred' idem E. & pred' W. ludebant inter ſe Taxillis ad pred' ludum vocat' Paſſage ſuꝑ fiduciam Anglice Tick & credenc' Abſq; pecuñ numeratis Anglice ready Money Quodq; ipſe idem E. adtunc & ibm ad ludum ill' ad unum tempus & ad unum congreſſum Anglice meeting perdidit prefat' W. pred' 100 l. in pred' prima ꝓmiſſione & aſſumpc̄one ſuperius menc̄onat' ſuper fiduc' & credenc' Quodq; ad idem tempus & eundem congreſſu ſupradict' apud S. pred' in Com pred' Quidam Humfridus Woodhouſe & ipſe idem E. ludebant inter ſe cum Taxillis ad ludum pred' ſuper fiduc' & credenc' abſq; pecunijs numeratis Quodq; ipſe prefat' E. adtunc & ibidem ad ludum ill' ad unu tempus & ad iſtum congreſſum ſupradict' ſilit' perdidit dc̄o Humfrido Woodhouſe ſum 30 l. ſuper fiduc' & credenc' Quoꝝ quidem ꝓmiſſoꝝ pretextu ac vigore Statut' in hujuſmodi caſu nuper edit' & ꝓviſ̄ pred' prima ꝓmiſſio ipſius E. ſuperius in narr' pred' menc̄onat' per eundem E. ſic ut prefertur fact' devenit & exiſtit vacua & nullius vigoris in lege Et hoc parat' eſt verificare unde pet' Judicm ſi pred W. ac̄conem ſuam pred' quoad primam ꝓmiſſion' & aſſumpcon' verſus ipſum E. habere ſeu manutenere debeat &c. Sur que le Pl. demur, & le Def. join.

TOut le Court fuit de Opinion que un *Indebit Aſſumpſit* ne giſt pur Argent lucrat' al ludes, mes doiet eſtre ſpecial Declaration, & pur ceo divers Caſes fueront cite d'eſtre iſſint reſolve. Et quant a le ſpecial Plea le Opinion de Court fuit que fuit bone Plea accordant al *Hudſon* & *Mallet*'s Caſe en 3 *Keb.* 671. Mes fuit

diſt per deux de les Judges, que peradventure per ſpecial Pleading un bone Replic' poit eſtre fait.

Blackwell v. *Aſdill* & al'.

Tempeſt. Trin. 11 W. 3. Regis. Rot. 1587. in C. B.

Lincoln' ſſ. Will'us Aſdill nup̃ de S. in Com̃ p̃d Cordwainer W. S. nup̃ de S. p̃d in Com̃ p̃d Tanner & M. S. nup̃ de S. p̃d in Com̃ p̃d Cordwainer attach̃ fuer' ad reſpondend̃ Joh̃i Blackwell de pl'ito quare vi & armis bona & catalla ipſius Joh̃is ad valenc' 40 l. apud Stamford nup̃ invent' ꝑ ipm̃ J. ad Nundinũ ibm̃ tent' duct' per ipſum vendicoñ expoſit' ceper' & aſportaver' & al' enormia ei intuler' ad grave dampnũ ipſius J. & contra pacem Dñi Regis nunc &c. Et unde idem J. per R. B. Attorñ ſuũ queritur qđ p̃d W. & M. quarto die April' año regni Dñi Regis nunc decimo vi & armis &c. bona & catalla ipſius J. videl't ducent' par' calcear' Anglice Shoes ad valenc' &c. apud S. p̃d nuper invent' & per ipſum p̃d J. ad nundinũ ibm tent' duct' per ipm̃ J. fore ibm vendit' & ibm in nundino p̃d apud S. p̃d tent' per ipm̃ J. vendicõni expoſit' ceper' & aſportaver' & al' enormia &c. ad grave dampnũ &c. & contra pacem &c. unde dic' qđ deteriorat' eſt & dampnũ habet ad valenc' centũ libr' Et inde ꝓduc' ſectam &c.

Juſtification in Tranſ. ſur le Stat. 1 Jac. 1. concernant Tanning de Leather.

Narr' en Tranſ. pur priſe de 200 pair de Shoes.

Et p̃d W. A. W. S. & M. P. per J. B. Attorn' ſuũ veñ & defend̃ vim & injur' quando &c. & quoad venire vi & armis necnon tot' tranſgr' p̃d ꝑter capcon' & aſportacon' 36 par' calceor' de p̃d 200 par' calceor' parcell' dic' qđ ipſi in nullo ſunt inde cul' Et de hoc pon' ſe ſuper p̃riam & p̃d J. ſilit' &c. & quoad capcõnem & aſportacõnem p̃d 36 par' calceor' ijdem W. A. W. S. & M. P. dic' qđ p̃d J. accõnem ſuam p̃d inde ṽſus eos here non debet qui dic' qđ ante p̃d tempus quo ſupponitur capcon' & aſportacon' calceor' p̃d fieri ſcil't per quendam Actum fact' in Parliamento inchoat' & tent' apud Weſtm̃ in Com̃ Midd̃ 19 die Martij anno regni Dñi Jacobi primi nuper Regis Anglie &c. primo & ibm̃ continuat' uſq; ſeptim̃ diem Julij año Dñi 1604 & adtunc ꝓrogat' uſq; ſeptim̃ diem Febr̃ tunc ꝓx' ſequen' (inter alia) inactitat' fuit & eſt Authoritate ejuſdem Parliament' qđ Major Civit' Londoñ & Aldermañ ejuſdem Civitat' ꝓ tempore exiſten' ſub pena 40 l. fore levat' & impenſ̃ Anglice employ'd tal' modo

Barre.

Per Non cul' quant al 36 pair, &c.

Stat. de 1 Jac. 1.

Ceux parols ne ſont en ceo lieu en le Stat.

modo & forma qual' in eodem Actu continetur annuatim appunctuat' octo ex maxime ſufficientibʒ Anglice ſubſtantial honeſt and expert perſon' exiſten' libis hōibʒ aliquaꝝ Societat' de Sutor' calceor' Anglice Cordwainers Corior' concinnator' Anglice Curriers Ephippiar' Anglice Sadlers vel Cingular' infra Civitat' London quoꝝ unū foret ſigillator & cuſtodiret ſigillum ꝓ ſigillac̄one Corior' Anglice Leather fore p̄parat' qui etiam forent jurat' coram p̄fat' Majore & Aldermannis ꝓ tempore exiſten' ad exequend' eoꝝ officiū veraciter qui quidem Scrutator Anglice Searchers & Sigillator viderent & ſcrutarent o͞es & quamlibt pellem tannat' cutem Anglice Skin ſive coriū q̄m eſſent duct' tam ad Mercat' de Leadenhall quam ad aliquod al' kittimū nundinū Anglice Fair ſive mercat' adinde uſualit' appunctuat' infra tria milliaꝝ Anglice miles ejuſdem Civitat' ac eadem forent ſufficienter & perfecte Anglice throughly tannat' & perfecte ſiccat' Anglice dryed ſecundum purport' & veram intenc̄onem ejuſdem Statuti necne ac invenien' ill' ſufficienter & perfecte tannat' & perfecte ſiccat' in tali modo & forma qual' per idem Statut' appunctuat' eadem ſigillarent cum ſigillo p̄d Et ulterius inactitat' fuit & eſt Authoritate p̄d qd omnes Major' Ballij & al' ſuperior' Officiar' Anglice Head-Officers ꝓ tempore exiſten' in omnibus alijs Civitat' Burgis & Villis mercat' hujus Regni ac omnes Dnī libtat' Nundinor' & Mercat' extra circuitum vel ambitum Anglice compaſs p̄d trium milliar' ſub ſimili pena 40 l. ſiliter fore levat' & impens̄ quolibt añio quo defalt' facerent in ea parte appunctuarent & jurarent annuatim duas tres vel plur' perſonas ex maxime honeſt' & expert' hominibʒ infra eoꝝ ſeperal' officia vel libtat' per eoꝝ diſcrec̄on' ſcrutare & videre infra p̄cinct' eoꝝ ſeperal' officior' libtat' & authoritat' qui tam ſepe quam eis bonum videretur vel neceſſitas requireret facerent ſilem ſcrutac̄onem infra eoꝝ limites ac h̄eret notam Anglice a mark vel ſigill' p̄parat' ꝓ ꝓpoſit' ill' Et qd Scrutator' p̄d vel eorum unū cuſtodirent vel cuſtodiret idem ſigillum ſive notam & cum eodem ſigillarent & notarent tal' Coria qual' invenirent ſufficien' & null' al' Et qd ſi Scrutator' p̄d vel aliquis eoꝝ inveniret aliquod Corium vendit' vel vendic̄oni expoſit' vel duct' fore ſcrutat' vel ſigillat' qd foret tannat' vel operat' converſum Anglice converted vel uſum contra veram intenc̄onem & ꝓpoſitum Anglice meaning Statut' p̄d vel aliquod Corium inſufficienter coriat' Anglice curried vel aliqua corea calceos frena vel aliq̄m aliam rem fact' ex tannat' vel Coreo coriat' Anglice curried Leather inſufficient' tannat' coriat' ſive operat' contra aliq̄m ꝓviſionem in eodem Actu licitum foret eiſdm̄ Scrutator' vel alicui eoꝝ ſeiſire omnia tal' coria calceos vel al' mercimon' ex corio fact' & eadem in cuſtod'

ſtod ſua retinere uſqꝫ tal' tempus qual' eadem eſſent triat' per tal' triator' Anglice Tryers ac in tali modo & forma qual' in eodem Statut' impoſterũ appunctuat' exiſtit ꝓut in Statut' p̃d plenius continetur Et ijdem W. S. & M. P. ulterius dic' qd poſt edicõn Actus p̃d & ante p̃d tempus quo &c. ſcil't nono die Octobr̃ año regni Dnĩ Regis nunc nono apud Stanford p̃d quidam L. S. Gen' adtunc exiſten' Major' de S. p̃d exiſten Burgũ & Vill' mercat' hujus Regni & extra circuitũ & ambitũ triũ milliar' Civit' London ſecundum effectũ Statut' p̃d debito modo appunctuavit & juravit p̃d W. A. W. S. & M. P. adtunc exiſten' ex maxime honeſt' & expert' hominibꝫ infra Burgum p̃d per eoꝝ diſcrecon' ſcrutare & videre coria infra Burgũ ſive Villam de S. p̃d vendit' vel vendicõni expoſit' vel ibm duct' fore ſcrutat' vel ſigillat' Et ijdem W. A. W. S. & M. P. ulteriꝰ dic' qd ipſi ante p̃d tempus quo &c. necnon eodem tempore quo &c. apud S. p̃d h̃uer' ſigillũ p̃parat' ꝓ ſigillacõne tal' Corioꝝ qual' ipſi per ſcrutacon' eoꝝ invenirent fore ſufficien' Et qd p̃d W. A. ante p̃d tempus quo &c. necnon eodem tempore quo &c. cuſtodivit ſigillum p̃parat' ut p̃fertur Et ijdem W. A. W. S. & M. P. ulterius dic' qd ipſi p̃d W. A. W. S. & M. P. eodem tempore quo &c. per eoꝝ diſcrecon' virtute Statut' p̃d 36 par calceor' ipſius Johis exiſten' fact' corij tannat' per ipſum J. ad Nundinum in S. pred' ſic ut prefertur tent' per ipſum Johem vendicõni expoſit' ſcrutaver' & vider' Qui quidem W. A. W. S. & M. P ſuper ſcrutacõnem & viſum ill' invener' qd p̃d 56 par' calceor' fuer' inſufficient' tannat' & operat' contra veram intencõnem & ꝓpoſitum Statut' pred' & ꝓviſionem in eodem per qd' ijdem W. A. W. S. & M. P. eodem tempore quo &c. virtute ac vigore officij ſui pred' & Statut' pred' ſeiſiver' pred' 36 par' calceor' ipſius Johis & ill' in cuſtodia ſua retinuer' quouſqꝫ ijdem W. A. W. S. & M. P. poſtea ſcil't eodem quarto die Aprilis año decimo ſupradicto apud Stamford p̃d deder' notic̃ pred' L. T. adtunc Majori Burgi de S. pred' exiſten' de capcõne Anglice ſeizure pred' per ipſos ſic ut prefertur fact' qui quidem L. Major Burgi de S. pred' exiſten' cum omni convenien' feſtinacõne Anglice convenient ſpeed poſt notic̃ pred' ei ſic ut prefertur dat' ſcil't decimo quinto die Aprilis año primo ſupradicto apud S. pred' debito modo appunctuavit ſex honeſt' & expert' hõies ſcil't E. C. &c. ad triand' utrum calcei pred' ſic ut prefertur ſeit' fuer' ſufficien' & ſecundum veram intencõnem Statut pred' tannat' & op̃at' necne Qui quidem E. C. W. C. &c. poſtea & infra quindecim dies poſt capcõnem pred' ſcil't eodem decimo quinto die April' año decimo ſupradicto exiſten' die mercator' Anglice Market-day apud S. pred' publice ſuper ſacrã

ſua (eis in ea parte debo modo adminiſtrat') ſecundum Statut' pꝛed' triaver' calceos pꝛed' ſcilt apud S. pꝛed' & ſuper triacon' ill' invener' qd calcei ill' non fuer' ſufficien' & ſecundum veram intencõnem Statut' pꝛed' tannat' & operat' ſcilt apud S. pꝛed' Que quidem capcõ & in cuſtod' ſua retencõ eorum 36
par' calceor' in forma pꝛed' ac ex cauſa pꝛed' ſunt eadem capcõ & aſportacõ calceor' ill' unde pꝛed' J. ſuperius ſe modo queritur Et hoc parat' ſunt verificare unde pet' Judicm̃ ſi pꝛed' J. accõn' ſuam pꝛed' inde verſus eos habere debeat &c. Demurrer & Joinder.

EN Michaelmas Terme 1699. ceo Plea fuit adjudge bone per *tot' Cur'*.

Gough v. *Batemen* & al'.

Action ſur le novel Act de 7 W. 3. pur un faux Retorn d'un Burgeſs de Parlement, & le barre al ceo.

Recital del Act.

Warr' ſſ. JOſephus Bateman nuper de Tamworth in Com̃ pꝛed' Clothier & Samuel Dawes nuper de eadem Fellmonger nup' Ballij Ville & Burgi de T. in Com̃ pd' Ballij Ville de Tamworth in Com̃ pꝛed' attach' fuer' ad reſpondend' H. Gough Mil' de plito tranſgr̃ ſuper caſum &c. Et unde idem H. per S. L. Attorn' ſuu' queritur qd' cum per quendam Actum Parliament' Dni Willielmi tertij nunc Regis Anglie &c. apud Weſtm̃ in Com̃ Midd' xxij die Novembris anno regni ſui ſeptimo tent' edit' inter alia inactitat' & declarat' exiſtit Authoritate ejuſdem Parliament' qd' omnia falſa retorn' voluntarie facta de aliquo Mil' Comitat' Anglice Knight of the Shire ſive Burgens' Baron' de Quinq; Portib; aut alio Membro deſervitur' in Parliamento ſunt contra legem & ſunt per idem Statut' ꝓhibit' Ac ulterius per pꝛed' Statut' inactitat' fuit qd' pars gravata videl't quelibt perſona que debo fort elect' ad deſerviend' in Parliamento ꝑ aliqua Com̃ Civitat' Burgo Quinq; Portu ſive loco per tale falſum retorn' ſectare poſſet officiarios & perſonas idem facien' ſive ꝓcuran' & quemlibt ſive aliqm̃ eor' ad eleccõn' ſuam in aliqua Curiar' Regie Majeſtat' de Recordo apud Weſtm̃ Et recuperaret dampna in duplo que ipſe ſuſtineret racõne inde una cum ſuis plen' cuſtag' talis ſecte ꝓut per eundem Actum inter alia plenius apparet Cumq; poſt edicõn'

dict'

Briefe de Election, &c.

dict Actus Parliament ſcilt decimo tertio die Julij anno regni dci Dni Regis nunc decimo quoddam Bꝛe ipſius Dni Regis nunc e Cancellar ſua eadem Cancellar tunc apud Weſtm̄ in Com̄ Midd' exiſteñ emanaſſet adtunc Vic' Warr direct per qd' quidem Bꝛe recitando quia idem Dñus Rex de adviſamento & aſſenſu Conſilij ſui ꝓ quibuſdam arduis & urgentibꝫ negocijs ipm̄ Dñm Regem Statum & defencon' Regni ſui Anglie & Eccleſie Anglicane concernen' quoddam Parliament ſuu apud Civitat ſuam Weſtm' viceſimo tertio die Auguſti tunc ꝓx' futur teneri oꝛdinaſſet & ibm cum Pꝛelatis Magnatibꝫ & Pꝛoceribꝫ dci Regni ſui colloquiu here & tractat Idem Dñus Rex dc̄o tunc Vic' Warr' pꝛecepit firmit' injungen' qd' fca Pꝛoclamacoñ in ꝓx' Com̄ ipſius Vic' poſt recepcon' Bris illius tenend' de die & loco duos Milites Gladijs cinctos magis idoneos & diſcretos Com̄ pꝛed' ac de qualibt Civit' Comitat' illius duos Cives & de quolibt Burgo duos Burgens̄ de diſcretoꝛibꝫ & magis ſufficientibꝫ libe & indifferent per illos qui Pꝛoclamaconi humoi intereſſent juxta foꝛmam Statut inde edit & ꝓvis̄ eligi Et noia eoꝝ Militum Civium & Burgenſium ſic eligend' in quibꝫdam Indentur' inter ipm̄ Vic' & illos qui humoi eleccon' intereſſent inde conficiend' licet humoi eligend' pꝛeſentes eſſent vel abſentes inſeri eoſque ad dc̄os diem & locum venire faceret ita qd' ijdem Milites pleñ & ſufficieñ poteſtatem ꝓ ſe & Cōitat' Com̄ ill' & dci Cives & Burgens̄ ꝓ ſe & Cōitat Civitat & Burgoꝝ pꝛed' diviſim ab ipſis habentes ad faciend' & conſentiend' hijs que tunc ibm de Com̄ Conſilio dci Regni ipſius Dni Regis favente Deo contingerent oꝛdinari ſuper negocijs antedc̄is Ita qd' ꝓ defcu poteſtat humoi ſeu ꝓpter imꝓvidam eleccōnem Militu Civiu aut Burgenſiu pꝛed' dca negocia infca non remanerent quoviſmodo Noluit autem dc̄us Dñus Rex qd' pꝛed' Vicecomes nec aliquis al' Vic' dci nuper Regis aliqualit' eſſet elect' Et eleccon' ill' in pleno Com̄ ſuo factam diſtincte & aperte ſub ſigillo ipſius Vic' & ſigillis eoꝝ qui eleccon' ill' intereſſent dc̄o Dño Regi in Cancellar' ſua ad dc̄os diem & locum certificaret indilate remitten' dc̄o Dño Regi alteram partem Indentur' pꝛed' dc̄o Bꝛi conſut una cum Bꝛi ill' ꝓut in eodem Bꝛi plenius continetur qd' quidem Bꝛe poſtea & ante dc̄um viceſimum quartum diem Auguſti anno decimo ſupꝛadicto videlt decimo nono die Julij anno regni dci Dni Regis nunc decimo ſupꝛadict apud Burgu de T. pꝛed' in Com̄ Warr' pꝛed' cuidam J. S. Ar' adtunc Vic' Com̄ W. pꝛed' exiſten' in foꝛma juris exequen' delibat' fuit virtute cujus quidem Bris poſtea ſcilt eiſdem die & anno ibm Idem J. S. adtunc Vic' Com' illius exiſten' quoddam pꝛeceptum ſuu in ſcript ſub ſigillo Officij ſui Vic' ejuſdem

Delivery de Briefe al Vic'

Precept' del Vic' al Bailiffs de T.

Com' ſigillat' Ballijs Ville de T. pꝛed' dixerit per quod quidem pꝛeceptum idem Vic' eiſdem Ballijs mandavit qd' duos Burgenſes de diſcretioꝛibꝫ & magis ſufficien' libe & indifferenter de Burgo de T. pꝛed' ſecundum intenc̃onem & tenoꝛem vel effectum Bꝛis pꝛed' eligi facerent & noia Burgens̃ ſic eligend' in quibꝫdam Indentur' inter eoſdem Ballios & ill' qui tali alecc̃oni intereſſent inde conficiend' licet humoi eligend' pꝛeſentes forent vel abſentes inſeri eoſque ad dc̃os diem & locum Venir' fac' Ita q̃d Burgens̃ pꝛed' plen' & ſufficien' poteſtatem ꝓ ſe & Coitat' Burgi pꝛed' diviſim haberent ad faciend' & conſentiend' hijs que tunc & ibm de Coi Concilio dci Regni favente Deo contingerent oꝛdinari ſuper negocijs pꝛerecitat' ita qd' ꝓ defectu poteſtat' humoi ſeu ꝓpter impꝛovidam eleccon' Burgen' dca negocia infca non remanerent quoviſmodo Et qd' ſuper hoc facerent diſtincte & aperte ſub ſigillo ipſoꝝ Ballioꝝ & ſigillis eoꝝ qui eleccon' illi intereſſent eidem Vic' ſatisfacerent indilate remitten' eidem Vic' alteram partem Indentur' pꝛed' pꝛecept'

Delivery de Precept al Defendants.

ill' conſut' quod quidem pꝛeceptu poſtea & ante pꝛed' viceſimum quartum diem Auguſti ſcilt eodem decimo nono die Julij anno decimo ſupꝛadicto apud T. pꝛed' in pꝛed' Com' W. pꝛed' J. & S. adtunc Ballijs Ville & Burgi de T. exiſten' delibat' fuit in foꝛma juris exequend'

Proclamation, &c.

qui quidem J. & S. Ballij Ville & Burgi ill' ut pꝛefertur exiſten' poſtea ſcilt eiſdem die & anno ult' menc̃onat' ibm per publicam Pꝛoclamac̃onem in ea parte debe factam publicam notic' Burgenſibꝫ Ville & Burgi ill' deder' qd' elecc̃o duoꝝ Burgenſiu ejuſdem Ville & Burgi ad dc̃um Parliament' dci

Le Plaintiff duement elect.

Dni Regis adveniend' fieeret & hita foꝛet viceſimo quarto die ejuſdem menſis Julij apud le Townhall in Villa & Burgo pꝛed' Et idem H. G. ulterius dic' quod licet ipſe poſtea ſcilt eodem viceſimo quarto die Julij anno regni dci Dni Regis nunc decimo ſupꝛadicto apud le Townhall pꝛed' in Tamwoꝛth pꝛed' in Com̃ War' pꝛed' adtunc non exiſten' Vic' alicujus Comitat' per Burgens̃ Ville & Burgi de T. pꝛed' adtunc jus eligendi in ea parte haben' & adtunc & ibm intereſſen' debe publice indifferenter notoꝛie debo modo & ſecundum veram intenc̃onem tenor' & effectum Bꝛis & Pꝛecept' pꝛed' elect' & nominat' fuit un' de duobꝫ Burgenſibꝫ Ville & Burgi illius eſſend' ad pꝛed' Parliament'

Uncore les Defendants refuſe a certifie ceo al Vic'.

dci Dni Regis ad diem & locum ſupꝛadict' juxta exigent' Bꝛis & Pꝛecept' pꝛed' pꝛedcus̃ tamen J. & S. Ballij ut pꝛefertur exiſten' pꝛemiſſa ſatis ſcien' Officij ſui debitum in hac parte mi curan' nec Statut' pꝛed' aliqualit' veren' ſed machinan' & malicioſe intenden' eundem H. G. in hac parte minus rite pꝛegravare ac ipm̃ de loco ſuo in dc̃o Parliamento ipſius Dni Regis nunc fruſtrare & penit' impedire nõen ipſius H. G. ut un' ex duobꝫ

Bur-

Et retorn un Indent' al Vic' en que eſt alledge que deux auters fueront elect, &c.

Retorn de Vic' del dit Indent' en Chancery.

Burgenſib; pꝛed' Ville & Burgi per Burgenſes ejuſdem Ville & Burgi elect' ad eſſend' ad Parliament' pꝛed' eidem Vic' War' non certificerunt ſed ipm̃ eſſe ſic elect' certificare voluntarie obſtinate & om̃io ibm recuſaver' Idemq; J. & S. Ballij Ville & Burgi ut pꝛefertur exiſten' adtunc & ibm obſtinate falſo & malicioſe contra Officij ſui p̃d debm' & contra Statut' p̃d' de año ſeptimo ſupꝛadicto poſt eleccon' p̃d ut p̃fertur fact' ſcilt p̃d viceſimo quarto die Julij año decimo ſupꝛadicto apud T. pꝛed' ꝑ quandam Indenturam inter p̃fat' J. S. adtunc Vic' Com' p̃d ex una parte & eoſdem J. & S. ꝑ nõia Ballioꝝ & Cõitat' Ville & Burgi de T. p̃d in Com' W. p̃d & in Com' W. ex altera parte factam cauſaver' ac Indentur' ill' Sigillo co' Ville & Burgi p̃d ſigillari ac una cum Pꝛecepto p̃dc̃o Vic' retoꝛnari ꝓcuraver' ꝑ quã quidem Indentur' falſo & malicioſe allegat' fuit qd p̃d Ballij & Cõitas libe & indifferenter elegiſſent J. C. Ar' & T. J. Burgenſ' Burgi p̃d plen' & ſufficien' poteſtatem & authoꝛitatem Burgenſ' Burgi p̃d in Parliamento tunc ꝓx' futur' apud Civitat' Weſtm' viceſimo quarto die Auguſti tenend' ꝓ ſe & Cõitat' ejuſdem Burgi diviſim hentes ad faciend' & conſentiend' hijs que ad Parliament' p̃d tunc & ibm de Co' Concilio dc̃i Dni Regis contingerent oꝛdinari de & ſuꝑ negocijs dc̃i Dni Regis ſtatum & defenſion' Regni ſui Anglie & Ecclie Anglicane concernen' ꝑ qd p̃d J. S. Vic' Com' War' p̃d ut p̃fertur exiſten' poſtea ſcilt viceſimo quarto die Auguſti anno decimo ſupꝛadicto in Cancellar' dc̃i Dni Regis apud Weſtm' p̃d in Com' Midd' tunc exiſten' retoꝛnavit & certificavit Indentur' p̃d dc̃o Bri annex' ubi rev̄a & in facto p̃d J. C. non fuit elect' ꝑ Burgenſ' Vill' & Burgi ill' unu' de duob; Burgenſib; Ville & Burgi p̃d eſſend' ad Parliament' p̃d & ubi rev̄a & in facto p̃d H. G. fuit elect' ꝑ Burgen' Ville & Burgi ill' un' de duob; Burgenſib; Ville & Burgi p̃d eſſend' ad Parliament' p̃d ꝑ quod ipſe idem H. G. locum ſuum in Parliamento p̃d ꝑ longum tempꝰ videlt ꝑ ſpacium ſex menſium & ultra ꝑdidit & amiſit & magnas denar' ſum̃as ſcilt 500 l. ad habend' & obtinend' locum ſuum p̃d in Parliamento p̃d erogare & expendere coactus fuit ſcilt apud T. p̃d in Com' War' p̃d Et unde idem H. dic' qd deterioꝛatus eſt & dampnu' habet ad valenc' 500 l. Et inde ꝓduc' ſectam &c.

Barre.

Et p̃d J. B. & S. D. ꝑ J. B. Attoꝛn' ſuu' ven' & defend' vim & injur' quando &c. & dic' qd p̃d H. G. acc̃o non &c. quia dic' qd ꝑ p̃d Actum Parliament' de año ſeptimo ſupꝛadicto in narrac̃one p̃d menc̃onat' ulterius inactitat' exiſtit qd in caſu aliqua ſive alique ꝑſona vel ꝑſone retoꝛnaret vel retoꝛnarent aliqd Membr' ſervire in Parliamento ꝑ aliquo ſive aliqua Com' Civitat' Burgo Quinq; Poꝛt' Anglice Cinque-Port ſive loco contrar' ult' deterterminac̄ioni in Dom̄ Com̄ de jure eleccōn in tali Com̄ Civit̄ Burgo Quinqꝫ Poꝛt̄ ſive loco qđ tal' retoꝛn̄ ſic fact̄ foꝛet ac ꝑ eundm̄ Actum adjudicat̄ exiſtit foꝛe fals̄ retoꝛn̄ Quodqꝫ ſi aliquis Officiar' voluntarie falſo & malic̄ioſe retoꝛnaret plur̄ ꝑſonas qm̄ requirerentur eligi ꝑ Bꝛe ſive Pꝛecept̄ ſuꝑ quo aliqua eleccō fieret conſi͂le remediū haberetur contra eum vel eos ac partem & partes voluntarie ill' ꝓcuran̄ & quamlibt vel aliqm̄ eaꝝ ꝑ partem gravat̄ ꝓut in eodm̄ Actu continetur Et ijdem J. & S. ulterius dic̄ qđ infra Villam & Burgum de T. p̄đ hentur & diu hebantur duo Ballij ac xxiiij Capital' Burgens̄ Anglice Capital Burgeſſes necnon populus ac Burgenſes ad largum Anglice the Populacy and Burgeſſes at large Ville & Burgi ill' qdqꝫ ſuꝑ queſtion̄ oꝛt' utrum jus eligendi Burgenſes in Parliamento deſervitur̄ ꝓ eodem Burgo fuit in Baltijs & xxiiij Capital' Burgens̄ ejuſdem Burgi vel in populo & Burgenſibus ejuſdem Burgi ad largū necne in quodam caſu tangen̄ eleccōnem ꝓ eodem Burgo inter C. B. Ar' nuncupat̄ Dn̄um Cliffoꝛd & Johem Ferrers Ar' in Parliament̄ Dom̄ Caroli ſecundi nuꝑ Regis Angl' &c. ad Seſſion̄ ejuſdem Parliament̄ tent̄ ꝑ ꝓrogacon̄ apud Weſtm̄ p̄đ decimo quarto die Febꝛuarij anno regni ſui viceſimo ſec̄do ꝑ Cōies ejuſdem Parliamenti aſſemblat̄ in Dom̄ Com̄ adtunc & ibm̄ determinat̄ fuit & reſolut̄ qđ jus eligendi Membꝛoꝝ ſervire in Parliamento ꝓ p̄dc̄o Burgo de T. fuit in Baltis & xxiiij Capital' Burgens̄ ejuſdem Burgi & non in Populo Anglice the Populacy Que quidm̄ determinac̄o fuit ultima determinac̄o in ea parte in Dom̄ Com̄ de jure eleccōnis in eodem Burgo ante edic̄onem Actus p̄đ fact̄ videlt apud Weſtm̄ p̄đ Et ijdem J. B. & S. D. ꝓteſtando qđ p̄đ Burgenſes Burgi & Ville de T. p̄đ ꝑ p̄đ H. G. in narrac̄one ſua p̄đ in ea parte menc̄onat̄ & ꝑ quos in eadem narrac̄one ſupponitur ipſum H. G. ſic ut p̄fertur fuiſſe elect̄ & nominat̄ non fuer̄ Burgenſes jus eligendi hentes ſecundum p̄đ ult̄ determinacon̄ ꝑ p̄đ Cōies in Dom' Com' p̄đ in ea parte ut p̄fertur hit̄ & fact̄ ꝓut ꝑ eandem narrac̄onem ſuꝑius inde ſupponitur ꝓ pl'ito ijdem J. B. & S. D. ulterius dic̄ qđ p̄đ J. C. Ar' in narrac̄one & Indentur̄ p̄đ ſuꝑius nominat̄ p̄đ viceſimo quarto die Julij anno decimo ſupꝛadicto in narr' p̄đ ſuꝑius ſpecificat̄ apud le Townhall p̄đ in T. p̄đ in p̄dc̄o Com̄ War' adtunc non exiſten̄ Vic' alicujus Com̄ Civit̄ vel al' loci hujus Regni Anglie virtute Br̄is & Pꝛecept̄ p̄đ in narrac̄one p̄đ menc̄onat̄ ꝑ eoſdem J. B. & S. D. tunc ut p̄fertur Ball'ios Ville & Burgi p̄đ & ꝑ D. J. S. B. & F. W. &c. exiſten̄ majoꝛem partem p̄dc̄oꝝ xxiiij Capital' Burgenſium ejuſdem Burgi adtunc jus eligendi ſecundum ult̄ determinacon̄ p̄đ ꝑ p̄dc̄os Cōies in Dom' Com' p̄đ

in ea parte ut p̄fertur factam habentes & adtunc & ibm intereſſen libe indifferent ac debo modo ſecundum eandem ult determinacon nominat & elect fuit unu de duob; Burgenſib; Burgi p̄d eſſend ad p̄d Parliamentu dci Dni Regis nunc ad diem & locum p̄d in Bri & Precept p̄d mencōnat juxta exigent Bris & Precept ill' p q̄d ijdem J. B. & S. D. nomen ipſius H. G. quatenus elect non certificavet ſed ill' certificare recuſavet ijdemq; J. B. & S. D. tunc Ball'ij Ville & Burgi p̄d' ut prefertur exiſten' juxta debm Officij ſui in ea parte Indentur' p̄d' in narracōne p̄d' mencōnat in uſuali forma ibm hactenus uſitat ex cauſa pred' ſecundum ult determinacon pred' fieri ac Coi Sigillo Ville & Burgi pred' ſigillari & unacum Precepto p̄dc̄o p̄fat J. S. tunc Vic' Com' p̄d retornari cauſaver' & ꝓcuravet ꝓut eis bene licuit Que ſunt eadem premiſſa unde pred' H. G. ſupius ſe modo queritur Et hoc parat ſunt v̄ificare unde pet Judicm' ſi pred' H. G. accōnem ſuam pred' v̄ſus eos here debeat &c. Ceſt Cauſe ne ꝓceede aſcun ouſter.

Margrets v. *Dell.*

Action de Covenant vers Executor ſur un Indenture per quel le Teſtator covenant pur luy, &c. que la terre fuit free de touts Incumbrances, & aſſigne le Breach en ceo que la fuit un Rent, &c. iſſuant hors des terres, & due al Roy *Charles* le primer, & que le Pl. ad eſtre compelle a payer, &c. en diſcharge des dits terres. Le Def. plede le Stat de 12 *Car.* 2. entitle le *Act of Oblivion*, que pardon touts Arrears de Rents, &c. except, &c. & que ceux Arrears ne fuer' except, &c.

ET pred' M. per T. P. Attorn' ſuu ven & defend' vim & injur quando &c. Et dic̄ qd' pred' T. accō non &c. quia dic̄ qd' pred' ſeptuagint' & ſex libr̄ & quatuor ſolid' in narracōne pred' mencōnat eſſe in arrearag' fuer in arrearagijs dc̄o Dño Regi viceſimo quinto die Aprilis anno regni Regis nunc xij. ſcil't apud B. Qdq; in quodam Actu Parliament fact in Parliament dci Dñi Regis nunc tent apud Weſtm̄ in Com̄ Midd' dc̄o viceſimo quinto die Aprilis anno regni Dñi noſtri

Caroli ſecundi nunc Regis Anglie &c. xij. intitulat' Liber & Generalis Pardonac̄o Indempnitas & Oblivio inter al' inactitat' fuit quod omnes & omnimod' ſubdit' dc̄i Dñi Caroli ſecundi nunc Regis Anglie &c. infra Regnum ſuum Anglie & eoꝝ hered' execut' & adminiſtrat' & quilibt eoꝝ ꝑ Authoꝛitat' ejuſdem eſſent acquietat' pardonat' relaxat' indempnificat' & exonerat' contra Dominum Regem hered' & ſucceſſor' ſuos & quemlibt eoꝝ de & ex omnib; & omnimod̄ arrearag' reddit' debit' dc̄o Dño Regi p̄terqm̄ arreragia reddit' debit' a tunc firmat' vel p̄tens̄ firmar' Excis̄ ſeu Conſuetud̄ Anglice Cuſtoms reſpective p̄terquam tal' arreragia reddit' vel medior' ꝓficuor' qual' tunc exiſten̄ vel foꝛent aliter diſpoſit' ꝑ aliqm̄ Actū vel aliquos Actus ejuſdem Parliament' ante & uſq; viceſimū quartū diē Junij in año Dnī 1660. ꝓut ꝑ eundem Act' plenius liquet & apparet Et p̄d M. ulterius dic' q̄d p̄d ſeptuagint' & ſex libr' & quatuoꝛ ſolid̄ non fuer' parcell' arrerag' reddit' debit' a tunc nuꝑ firmar' vel p̄tens̄ firmar' Excis̄ & Conſuetud̄ Anglice Cuſtoms ſeu aliquo eoꝝ nec fuer' aliter diſpoſit' ꝑ aliqm̄ Actū ſeu aliquos Actus ejuſdem Parliament' Et hoc &c. unde pet' Judicm̄ ſi &c.

Fra. Pemberton.

Collingwood v. *Jefferyes.*

Paſch. 5 W. & M. Regis & Reginæ.

Action ſur le Stat. de 5 Eliz. c. 14. Par. 3. pur forge d'un Obligat' en le noſme de Pl.

Recital de Stat.

Civit' Ebor' ſſ. JOhes Jefferyes nuꝑ de Villa de Kingſton ſuꝑ Hull in Com̄ ejuſdem Ville Gen̄ un' Attoꝛn̄ hujus Cur' ſum̄ fuit ad reſpondend̄ Mattheo Collingwood de placito q̄d reddat ei ſexagint' lib̄ quas ei debet & injuſte detinet &c. Et unde idem M. ꝑ E. D. Attoꝛn̄ ſuū dic' q̄d cum in Parliamento Dnē Elizabethe nuꝑ Regine Anglie tent' apud Weſtm̄ in Com̄ Midd̄ duodecimo die Januarij anno regni ſui quinto inter alia inactitat' fuit & exiſtit Authoꝛitat' ejuſdem Parliamenti q̄d ſi aliqua ꝑſona ſive ꝑſone poſt pꝛimū diem Junij tunc ꝓx' ſequen̄ ſuꝑ ejus aut eoꝝ capite ſive imaginacōn ſive ꝑ falſam conſpirac̄on aut fraudem hit' cum aliquo al' ſcient' ſubtilit' & falſo fabꝛicaret aut faceret aut ſcient' Anglice wittingly ſubtilit' & falſo cauſaret aut aſſentiret fieri & fabꝛicari aliquam falſam Chartam factum vel ſcriptum ad intencon̄ q̄d aliqua perſona ſive perſone haberent aut clamarent aliquod ſtatum vel intereſſe ꝓ termino annoꝝ de in ſive ad aliqua maneria terras teñta aut hereditament̄ non exiſten̄ terr' cuſtumar' Anglice not being Copyhold-Lands vel aliqm̄ annuitatem in feodo ſimplici feodo talliato aut ꝓ termino vite vitar̄ vel annor̄ aut poſt dcm̄ primū diem Junij ut p̄dcm̄ eſt fabricaret faceret aut cauſaret vel aſſentiret fieri aut fabricari aliqm̄ Obligacon̄ vel Bill' obligator' vel aliquam acquietanc̄ relaxacon̄ aut al' exoneracon̄ alicujus debiti compoti accon̄ ſecte demand̄ aut al' rei pſonal' vel ſi aliqua pſona vel pſone poſt dictū primū diem Junij ꝓnunciaret publicaret aut in Evidenc̄ daret aliquod al' falſ̄ & fabricat̄ Chartam factum ſcriptum Obligacon̄ Bill' obligator' Acquietanc̄ Relaxacon̄ ſive Exoneracon̄ quaſi verum ſciens idem fore falſum & fabricatum & inde convict̄ foret vel ꝑ Accon̄ vel Accones de fabricacon' falſoꝝ factoꝝ fundand̄ ſuper Statut' p̄d ad ſectam partis gravat̄ vel aliter ſecundum ordinem & debm̄ curſum Legum hujus Regni Anglie vel ſuꝑ Billam vel Informacon' exhibend' in Cur̄ Camer̄ Stellat̄ Anglice the Star-Chamber ſecundum ordinem & uſum ejuſdem Cur̄ q̄d tunc ſolvet parti gravat̄ ejus duplicia cuſtag' & dampna inveniend̄ & aſſidend̄ in tal' Cur̄ ubi dict̄ conviccō hita foret ac etiam poneretur ſuper pillorium in aliqua publica Vill' Mercator' aut al' publico loco & ibm̄ heret unam auriū ſuaꝝ abſciſ̄ & etiam heret & ſubiret impriſonament̄ per ſpacium unius anni integri abſq; Ballio vel Manucapcon' ꝓut per Statut' pred' plenius apparet Predcus̄ tamen J. Statut' pred̄ mie ponderan' nec penam in eodem content' aliqualit' verens ſed machinan' & malicioſe intenden' ipm̄ Matth minus rite ac magnopere & multiplicit' ꝑgravare & dampnificare poſt p̄dcm̄ primum Junij ſcilt primo die Septembr' anno regni Regis & Regine nunc tertio ſubtilit̄ ſcient' falſo & malicioſe apud Civitat' Eboꝝ pred' fecit fabricavit ſigillavit & publicavit quoddm̄ ſcriptū in nomine ipſius Matth ſubſcribendo nomen ipſius Matth adinde & ponendo ibm̄ ſigillū in nomine ejuſdem Matthei & ſine notic̄ vel authoritat' ſua ſcripto ill' purportan' q̄d idem Mattheus per ſcriptū illū tenebatur Dño Regi & Dne Regine nunc in centū libr' contra formam Statut' pred' quod quidem ſcriptū Obligatoriū ſic fabricat' Poſtea per debm legis ꝓceſs' tranſmiſs' fuit in Cur' eoꝝdem Regis & Regine de Scaccario apud Weſtm̄ in Com̄ Midd̄ taliterq; ſuperinde ibm ꝓceſs' fuit q̄d poſtea ſcilt Termino Sce Trinitatis anno regni Regis & Regine nunc quinto emanavit extra Cur' ill' ibm quoddm̄ Bre eoꝝdm̄ Regis & Regine de Scir' fac̄ Vic̄ Lincoln' direct' recitando per Bre ill' q̄d ſeperal' per-

Le offence encounter le Stat.

Le obl' tranſmit en l'Exchequer & un Scir' fac' iſſue envers le Pl.

perſone in quadam ſchedula eidem Bři annex' nominat̄ per ſeperal' ſcripta ſua obligatoꝝ ſigillis ſuis ſigillat' geren' dat' ſeperalib; dieb; & annis in Schedula p̄d reſpective mencōnat̄ reſpective tenebantur eiſdem Dn̄o Regi & Dn̄e Regine in ſeperal' denar' ſummis in dcā Schedula reſpective ſpecificat̄ ſolvend̄ ad certos dies tunc p̄terit̄ & eiſdem Dn̄o Regi & Dn̄e Regine tunc non ſolut' nec ſolvi fact' ut dicebatur iidem Rex & Regina de dc̄is ſeperal' ſummis in eadem Schedula ſpecificat' eis tunc debit' omni celeritat' qua poterant ſatisfieri volent̄ ut fuit juſtū eidem Vic' per bře ill' p̄ceperunt (ſicut al') q̄d non omitteret ꝓpter aliquam libertat' quin eam ingrederet̄ & per bonos & legales homines de ball'ia ſua ſciri fac' ſeperal' perſonis in Schedula p̄d nominat̄ q̄d eſſent coꝛam Baron' de Scaccario eoꝝdem Regis & Regine apud Weſtm̄ p̄d a die Scī Michis tunc ꝓx' futur' in tres ſeptimanas ad oſtendend̄ & ꝓponend̄ ſi quid ꝓ ſe herent vel dicere ſcirent quare iidem Rex & Regina Execucon' v̄ſus ipſos reſpective ꝓ ſeperal' denar' ſummis in Schedul' p̄d' mencōnat̄ here non debent Et q̄d' idm̄ Vic' heret ibi nōia eoꝝ per quos eis Scit̄ fac' & bře ill' Et idem Matth ulterius dic' q̄d ſcriptum p̄d' ſic ut p̄fertur fabꝛicat' ſpecificat' fuit in p̄d' Schedula & q̄d p̄d' Matth mencōnat' fuit in eadem Schedula per ſcriptū ill' teneri eiſdem Dn̄o Regi & Dn̄e Regine in p̄dcā ſūma centū libꝛaꝝ q̄dq; idem Matth debo modo ſum̄ fuit ſecundum exigent' bris ill' & ad retoꝛn' inde in eadem Cur' apud Weſtm̄ in Com̄ Midd' p̄d' comperuit & in exoneracōne ſua de & a ſcripto ill' expendidit viginti libr' ꝓ cuſtag' ſuis & ſuſtinuit dampna in ea parte ad decem libr' videl't apud Civitat' Ebor' p̄d' per q̄d' accōo accrevit eidem Matth ad exigend' & habend' de p̄fat' Johe p̄d' ſummam ſexagint' libꝛarum ſcil't duplicem valoꝛem cuſtag' & dampnoꝛum illoꝛum p̄dcus̄ tamen Johes licet ſepius requiſit' eaſdem ſexagint' libr' eidem Matth nondū reddidit ſed ill' ei hucuſq; reddere omnino contradixit & adhuc contradicit unde dic̄ q̄d deterioꝛat' eſt & dampnū habet ad valenciam trigint' libr' Et inde ꝓduc' ſectam &c.

Le Pl. appear al ceo.

Baker

Baker qui tam, *&c.* v. *Duncalfe.*

Winford. Trin. 5 Will. & Mar. Rot. 685.

Kingſton ſuper Hull ſſ. } Samuel Duncalfe nuꝑ de Villa de Kingſton ſuper Hull in Com̃ Ville de Kingſton ſuper Hull Gen̄ Subvic' Ville de Kingſton ſuꝑ Hull p̄d & Com̃ ejuſdem Ville ſum̃ fuit ad reſpondend̄ Dño Regi & Dnē Regine nunc & Johi Baker Gen̄ qui tam ꝓ Dño Rege & Dnā Regina quam ꝓ ſeipſo ſequitur de placito qd̄ reddat dc̄is Dño Regi & Dnē Regine & eidem Johi qui tam &c. ducentas libras quas eiſdem Dño Regi & Dnē Regine & p̄fat' Johi qui tam &c. debet & injuſte detinet &c. Et unde idem Johes qui tam &c. per Carolum Robinſon Attorn̄ ſuũ dicit qd̄ cum in Statuto in Parliam̄ Dnī Henr' nuꝑ Regis Angl' ſexti apud Weſtm̄ viceſimo quinto die Februarij año regni ſui viceſimo tertio tent' edit' inter cetera continetur qd̄ cum Dñus Rex Edwardus tertius ꝓ diũſis & ſpecialibꝫ cauſis in Parliamento ſuo tent' apud Weſtm̄ die Mercurij px' poſt mediũ Quadrageſime anno regni ſui quartodecimo ꝓ eo qd̄ diũſi Vic' in diũſis Com̃ Anglie tunc exiſten̄ hūer' Officia ſua aliqui ꝓ termino annoꝝ ex conceſſione Regis & aliqui expectantes in longiori continuac̄one in Officijs ſuis ꝑ ꝓcurac̄on' fuiſſent magnoꝑe auſi & cepiſſent ſuper eos facere plures & diũſas oppreſſiones diũſis ligeis Dnī Regis & minus recte male & falſe deſervijſſent Dño Regi & populo ſuo ordinavit & fecit qd̄ nullus Vic' maneret nec moraretur in Officio ſuo ultra unũ annũ & qd' tunc alter idoneus & ſufficiens homo eſſet ordinat' in locũ ſuum per Cancellar' Theſaurar' & Capitalem Baron' Scaccarij Dnī Regis & alios quolibt anno in Craſtino Animaꝝ ꝓut in eodem Statuto plenius continetur Et poſt Statutum illud ſic fcm̃ per aliud Statutum fcm̃ apud Weſtm̃ in Parliamento p̄d' Dnī Regis Edwardi tertij tent' primo die Maij anno regni ſui quadrageſimo ſecundo idem Dñus Rex Edwardus tertius ordinavit & ſtatuit qd' nullus Vic' nec Subvic' nec Clicus Vic' maneret nec moraretur in Officio ſuo ult' unũ annũ ſicut ordinat' fuit per alia Statut' ante tempus illud facta ꝓut in eodem Statuto de anno quadrageſimo ſecundo plenius apparet Et inſuper per aliud Statutum fcm̃ apud Weſtm̃ in Quindena Scī Michis año regni Regis Ric̄i ſecundi primo ordinat' fuit & Statutum quod nullus homo qui

Debt ſur le Stat. 23 H. 6. c. 8. pur exerciſer le Office de South-vic' pur 2 ans enſemble

Narr'.

Recital de Stat. 23 H. 6.

fuit Vic' de aliquo Com̄ per unū annum integrum eſſet elcus̄ alio tempore nec poſitus in dc̄o Officio per tres annos tunc pr'ſequen' niſi non foret aliquis alius ſufficiens infra dict Com' ꝓut per idem Statutum Regis Ric̄i ſecundi plenius apparet Et quia in diverſis Com' Anglie poſt p̄d' Statuta ſic fcā plur' & diverſi Vic̄ fiebant & occupaver' Offic' Vic' infra dictū Com̄ aliqui ꝑ decem an̄os aliqui ꝑ duodecim an̄os & amplius ad grave dampnū dict' nuper Regis Henrici ſexti & Progenitor ſuor & populi ſui infra dc̄os Com̄ incontrarium Statutor p̄dcor & totius alterius bone regule & verſimile tempore tunc futur fore ad importabile dampnum apertam exheredac̄onem & ſupportac̄onem homicidij & perjurij & magnam oppreſſionem plurimorum ligeorum Dnī Regis conſiderat magna conſanguinitate affinitate & familiarib; Vic' tam de illis qui antea fuer quam de illis qui tunc fuer in Com̄ illis dict nuper Rex Henr' ſextus conſiderans premiſſa ordinavit Authoritate pred' Parliamenti ſui quod pred' Statut prius recitat & quodlibt eorum ſint debite obſervat in quolibt Com̄ Anglie (Subvic' & omnib; alijs Officiar' infra Civit London adtunc exiſten̄ vel impoſterum fiend' totaliter except & illis Com̄ ſolum̄odo except in quib; diverſi ligeorum Dnī Regis fuer' hereditabil' ad Offic̄ Vic̄ die ejuſdem Statuti facti & ſimiliter talib; perſonis que huer' ſtatū libi tenementi in Offic̄ Vic̄ eodem die Statuti illius fact per Literas Paten' ſibi factas de Offic̄ Vic̄ & eorum Subvic̄ & Clericorum except') Et ſi aliquis Vic̄ & Subvic̄ vel Clericus Vic̄ occuparet Officium Vic̄ Subvic̄ vel Clerici Vic̄ incontrarium alicujus Statutorum pred' recitat' contra effectum vel intenc̄onem alicujus eorundem (except' preexcept') qd' ipſe qui ſic occuparet Officium Vic̄ Subvic̄ vel Clerici Vic̄ forisfaceret ſum̄am ducentarum librarum annuatim per totum tempus quo ſic occuparet Officium Vic̄ Subvic̄ vel Clerici Vic̄ contra formam & effectum pred' Statut Et q̄d quilibt ligeus qui ꝓſequeretur ꝓ dcā ſumma forisfact' verſus eum vel eos qui in tali forma forisfaceret vel forisfacerent reciperetur & admitteretur ꝓſequi accon' debiti in ſuo ꝓpr' nomine Et q̄d Dn̄us Rex heret unam medietatem de toto eo quod accideret per eandem acc̄onem recuperari per talem ſectam Et ille ſeu illi qui ꝓſequeretur ſeu ꝓſequerentur heret ſeu herent alterā medietatem ꝓut ꝑ Statut ill' inter alia pleni⁹ liquet & apparet Et idem Johes Baker qui tam &c. in facto dicit q̄d null⁹ ligeus Dnī Regis ad Offic̄ Vic̄ ville de Kingſton ſuper Hull pred' & Com̄ ejuſdem ville die Statuti pred' Dnī Henr' nuper Regis Anglie ſexti facti hereditabilis fuit qdq; predc̄us Samuel nunquam huit ſtatum libi ten̄enti nec aliquem alium ſtatum in Offic' Subvic' ville de Kingſton ſuper Hull pred' & Com̄ ejuſdem ville nec unquam

Averment que nul perſon fuit inheritable al Office de Vic' de Kingſton ſur Hull.

Que le Def. avoit nul Eſtate en le Office de Southvic'.

quam extitit hereditabil' in eodem Officio nec unquam habuit aliquas Literas Paten' fact' de eodem Officio Subvic' ejuſdem Ville Quodq; dc̄us Samuel' Officium Subvic̄ ville p̄d & Com̄ ejusdem ville exercuit & occupavit p unū annū integrum ſcilt a decimo octavo die Octobris anno regni Dni Regis & Dne Regine nunc ſecundo uſq; decimum octavum diem Octobris anno regni dc̄or' Dni Regis & Dne Regine nunc tertio ſub Willielmo Hall Gen' & Johanne Higdon Gen' ſepatim & ſucceſſive p idem temp' Vic' ejusdem ville & Com̄ ejusdem ville exiſten' (videlt) apud eandem villam de Kingſton ſup Hull faciendo & exequendo p eundem annū ibm ōia & ſingula que ad Officiū Subvic' dicte ville & Com̄ ejusdem ville ptinuit p̄d tamen Samuel' Statut' p̄d' minime ponderans nec penam p̄d aliqualit' verens poſt annū ill' finit' quo ſic occupaſſet Officium Subvic' ville p̄d' & Com̄ ejusdem ville ipſe in eodem Officio Subvic' ville p̄d' & Com̄ ejusdem ville continuavit & remanſit ac Officium illud Subvic' ejusdem ville de Kingſton ſuper Hull & Com̄ ejusdem ville exercuit & occupavit p unū aliū annū integrū tunc px' & immediate ſequen' ſcilt a p̄dc̄o decimo octavo die Octobris anno tertio ſupradicto uſq; decimū octavū diem Octobris anno regni dc̄orum Dni Regis & Dne Regine nunc quarto ſub quodam Johe Collings Gen' p eundem annū ult' mencōnat' Vic' ejusdem ville de Kingſton ſuper Hull & Com̄ ejusdem ville exiſten' videlt apud Kingſton ſuper Hull p̄d' faciendo & exequendo etiam ibm per eundem ult' annū ōia & ſingula que ad Offic' Subvic' ejusdem ville & Com̄ ejusdem ville pertinuit Sicq; ipſe dc̄us Samuel' in eodem Offic' Subvic' dce ville de Kingſton ſup Hull & Com̄ ejusdem ville p duos annos integros ſimul Anglice together continuavit & remanſit contra formam Statut' p̄d' ac pinde forisfecit p̄dcas̄ ducentas libras & quod actio accrevit dcis Dño Regi & Dne Regine nunc & eidem Johi qui tam &c. ad exigend' & habend' de p̄fat' Samuel' p̄dcas̄ ducentas libras Predc̄us tamen Samuel' licet ſepius requiſit' p̄d' ducentas libras eisdem Dño Regi & Dne Regine ac eidem Johi Baker qui tam &c. nondum reddidit Set ill' eis hucuſq; reddere contradixit & adhuc contradicit unde idem Johes Baker qui tam &c. dicit quod ipſe deterioratus eſt Et dampnum habet ad valenciam decem librar' Et inde tam pro dictis Dño Rege & Dna Regina quam pro ſeipſo pducit ſectam &c.

Le Offence.

Plea en Abatem' per Def. de ſon privilege come un Attorney de C. B. d'eſtre ſue per Bill.

Et p̄d' Samuel' in ppria pſona ſua ven̄ & defend' vim & injur' Et dicit qd' ipſe ad bre Original' p̄d' Johis reſpondere compelli non debet Quia dicit qd' ipſe eſt & die impetracōnis bris Original' p̄d' & diu antea fuit un' Attorn' Cur' Dni Regis &

Dne Regine de Banco hic quoq; in eadem Cur' habetur & exiſtit & a tempore cujus contrar' memoria hominum non exiſtit habebatur & fuit talis conſuetudo hic uſitat' & approbat' videlt quod nullus Attorn ejuſdem Cur' ad reſpondend' alicui in aliqua accōne pſonal' in Cur' hic ſup b̄re Original' impetrat' ſeu aliter (niſi p billam tantum) v̄ſus humōi Attorn Juſtic' hic exhibit' contra voluntatem ſuam compelleretur Et idem Samuel' ulterius dicit q̄d ipſe tract' eſt in plitum in Cur' hic per b̄re Original' p̄d ad reſpondend' p̄fat' Johi Baker de p̄d plito debi contra voluntatem ſuam & conſuetud' p̄d Et hoc parat' eſt verificare unde ex quo idem Samuel un Attorn Cur' hic exiſtit & die impetracōnis b̄ris Original' p̄d & antea fuit ipſe petit privilegiū ſuū p̄dcm ſibi adjudicari Et quod ipſe ad b̄re Original' p̄d non reſpondeat &c.

Demurrer general, en que il demand Judgment pur le dit debt.

Et p̄d Johes Baker qui tam &c. dicit q̄d p̄dcm plitm pred' Samuelis ſupius in barr' plitat' ac materia in eodem content' minus ſufficien in lege exiſtunt ad ipſum Johem Baker qui tam &c. ab accōne ſua p̄d v̄ſus p̄fat' Samuelem hend' p̄cludend' quodq; ipſe idem Johes Baker qui tam &c. ad plitum illud modo & forma p̄d plitat' neceſſe non habet nec per legem terre tenetur reſpondere Et hoc parat' eſt verificare unde p defectu ſufficien plit' p̄d' Samuelis in hac parte idem Johes qui tam &c. pet' Judicm & debm p̄dcm dcis Dño Regi & Dne Regine & eidem Johi Baker qui tam &c. adjudicari &c.

Joinder en Demurrer, en que le Def. demand Judgment, & que le Pl. ſoit barre.

Et p̄dcus Samuel ex quo ipſe ſufficien materiam in lege ad p̄dcm Johem qui tam &c. ab accōne ſua p̄dca v̄ſus ipſum hend' p̄cludend' ſupius allegavit quam ipſe parat' eſt verificare Quam quidem materiam idem Johes qui tam &c. non dedic' nec ad eam aliqualiter reſpondit ſed verificacōnem illam admittere omnio recuſat pet' Judicm Et qd' p̄dcus Johes qui tam &c. ab accōne ſua p̄dca hend' p̄cludatur &c. Et quia Juſtic' Dni Regis & Dne Regine hic ſe adviſare volunt de & ſuper p̄miſſis p̄d' priuſqm Judicm inde reddant dies dat' eſt partib; pred' hic a die Sci Michis in unu menſem de audiendo inde Judicio ſuo eo q̄d ijdem Juſtic' hic inde nondum &c.

CEſt Caſe eſt report en 3 *Levinz* 398. Mes pur Authorities a prover que le Suit eſt le Suit del Informer, queux ne ſont mention en ceo liver. *Vid. Cro Car.* 10. & *Hutton* 82. *Farrington's* Caſe. 3 *Inſt.* 194. *Mo.* 541. 1 *Leon.* 119. *Stretton* & *Taylor's* Caſe. *Cro. Eliz.* 138. *Hammond* & *Griffin's* Caſe. *Mo.* 564. *Agar* & *Candiſh's* Caſe. *Lutwyche* fuit Accouncel ove le Def. Et Judgment fuit done pur luy.

Nota, Que le Demurrer & Joinder en Demurrer ſont come ſi le Plea del Def. ad eſtre uñ Plea en Barre, que come ſemble ne duiſſoit aver eſtre; Mes pur ceo *vide Putt* & *Noſworthy*'s Caſe, 1 *Ven.* 135, 136, 137.

Nota auxi, Que per le Stat. de 23 *H. 6.* perſons inheritable al Office de Vicount al temps de feaſans del dit Act, & auxi tiels perſons queux ont un Franketenement en le Office del Vicount al temps del feaſans de dit Act, & lour Southvicount & Clerks ſont except hors del dit Act. Et en le Declaration eſt averre que le Def. ne unques ad aſcun Eſtate de Franktenement ou aſcun auter Eſtate en le dit Office de Southvicount, que eſt a nul purpoſe, car le Exception quant al ceſt matter extend ſolement al Office de Vicount, & nemy al Office de Southvicount; car ſi le Vicount meſme ad Franketenement en ſon Office, le Southvicount eſt except come ſon inferiour Officer. Mes *quære* ſi beſoigne aſcun tiel averment, car ne poet eſtre facilement preſume que Eſtate de Franketenement que fuit en eſſe al temps de feaſans del Act de 23 *H. 6.* ad continuance a ceſt jour.

Sedgwick v. *Richardſon*.

Int' Mich. 5 W. & M. Regis & Reginæ. Rot. 400.

London ſſ. WIll'us Richardſon nuꝑ de London Horſecourſer ſum̃ fuit ad reſpondend̄ Robto Sedgwick qui tam ꝓ Dño Rege & Dnã Regina quam ꝓ ſeipſo in hac parte ſequitur de placito qd̄ reddat dc̄is Dño Regi & Dnẽ Regine & eidem Robto qui tam &c. decem libr' quas dc̄is Dño Regi & Dnẽ Rnẽ & eidem Robto qui tã &c. debet & injuſte detinet &c. Et unde idem Robtus qui tam &c. ꝑ Jacob̄ Burges Attorn̄ ſuum dic' q̄d pred' Will'us poſt vigint̄ dies ꝓx' poſt finem Seſſion' Parliament̄ Dnẽ Elizabethe nuꝑ Regine Anglie tent̄ apud Weſtm̄ in Com̄ Midd' quarto die Februarij anno regni ſui triceſimo primo ſcil't die Veneris ſecundo die Junij anno regni dc̄oꝝ Dni Regis & Dnẽ Regine nunc quinto in quodam publico & aperto mercato tent̄ infra Civitat̄ London pred' in quodam loco vocat̄ Weſt-Smithfield in paroch̄ Sc̄i Sepulchri in Warda de Farringdon extra vendidit & diſpoſuit Anglice put away un̄ Spadon̄ coloris glauci Anglice grey Et idem Robtus qui tam &c. in facto dic' quod quidam Johes Davenport ꝑ tot̄ tempus continua-

Action de Debt *qui tam*, &c ſur le Stat. de 31 *El.* cap. 12.

Narr'. En que ſont cy grand numbers de averments que ſeroit en vain a faire mention de eux en le Margent.

tinuac̄onis mercati p̄d' in quo p̄d Will'us Spadon' ſic ut p̄fertur vendidit & diſpoſuit fuit receptor Tolneti Anglice Toll-taker ac conſervator Libr' Anglice Book-keeper mercati p̄d' ſcil't in mercato illo in Parochia & Warda pred' Adq; p̄d' Johes Davenport ſic receptor Tolneti p̄d' & conſervator Libr' p̄d' ut p̄fertur exiſten' nec aliquis al' Officiar' pred' mercati ſup ſe ſuſcepit perfect' cognic̄onem Anglice perfect knowledge perſone pred' Will' Spadon' pred' ſic venden' & diſponen' nec nominis Chriſtianitat' Anglice Chriſtian-name nec cognominis Anglice Sirname nec loci commorac̄onis ſive reſidentie ipſius Willi nec fuit aliqua cognic̄o alicujus pred' Officiar' mercati pred' intrat' in libro qui per totum pred' tempus mercati pred' per predc̄m Johem Davenport in mercato pred' cuſtodit' fuit ꝑ vendic̄one Equor' in mercato ill' Adq; pred' Will'us Spadon' pred' ſic ut prefertur venden' & diſponen' non attulit pred' Johi Davenport receptor' Tolneti pred' nec alicui al' Officiar' Mercati pred' aliquam perſonā que teſtificare potuit vel que teſtificavit ſive declaravit prefat' Johi Davenport receptor' Tolneti pred' & conſervator' Libri pred' ſic ut prefertur exiſten' nec alicui nec coram al' Officiar' mercati pred' qui eandem perſonā cognovit pred' Willielm exiſten' partē que Spadon' pred' in mercato illo ſic ut prefertur vendidit & diſpoſuit vel nomen cognomen myſteriū ſive locū hitac̄onis ipſius Willi Adq; idem Will'us non intravit nec intrari cauſavit in pred' libro pred' receptor' Tolneti pred' ꝑ mercato pred' per predc̄m Johem Davenport ſic ut prefertur cuſtodit' nomen Chriſtianitat' cognomen myſteriū ſive locū com̄oracon' ſive reſidenc' ipſius pred' Willi qui Spadon' pred' ſic ut prefertur vendidit & diſpoſuit in mercato pred' Adq; pred' Will'us Richardſon non intrari cauſavit in pred' libro per pred' Johem Davenport ſic ut prefertur cuſtodit' pretiū ſive valorem quod idem Will'us huit ꝑ Spadone p̄d' ſic ut prefertur per ipſum in mercato pred' vendit' & diſpoſit' contra formam Statut' in hujuſmodi caſu inde nuper edit' & pviſ' ꝑ quod pred' Will'us juxta formam Statut' inde nuper edit' & pviſ' forisfecit dc̄is Dn̄o Regi & Dn̄e Regine Et eidem Robto qui tam &c. quinq; libr' pred' decem libr' parcell' & ſuperinde acc̄o accrevit dc̄is Dn̄o Regi & Dn̄e Regine & eidem Robto qui tam &c. ad exigend' & hend' de pred' Will'o eaſdem quinq; libr' Et idem Robertus qui tam &c. ulterius dic' q̄d pred' Will'us poſt viginti dies px' poſt finem Seſſion' Parliament' pred' dc̄e Elizabethe nuper Angl' &c. anno regni ſui triceſimo primo ſic ut prefertur tent' ſcil't die Veneris nono die Junij anno regni dictorum Dn̄i Regis & Dn̄e Regine nunc quinto ſupradic̄to in quodam publico & aperto mercato tent' in Civitat' London pred' in

Que per ceo le Def. ad forfeit 5 l. parcel de dit 10 l. ore demand.

2 Narr' pur le reſidue de dit 5 l.

in pred' loco vocat̄ West-Smithfield in parochia & warda pred' vendidit & diſpoſuit Anglice put away un' al' Spadon' coloris glauci Anglice grey Et idem Robtus qui tam &c. in facto dic' q̄d pred' Johes Davenport per totum tempus continuac̄onis mercat̄ p̄d in quo p̄d Willus Spadonem p̄d ult̄ menc̄onat̄ ſic ut prefertur vendidit & diſpoſuit fuit receptor Tolneti Anglice Toll-taker ac conſervator Libri Anglice Book-keeper mercati predict' ſic in mercato ill' in parochia & warda pred' Q̄dq; pred' Johes Davenport ſic receptor ut prefertur exiſten' nec aliquis al' Officiar' mercati pred' ſuper ſe ſucepit perfect̄ cognic̄onem Anglice perfect knowledge perſone pred' Willi Spadon' pred' ult̄ menc̄onat̄ ſic venden' & diſponen' nec nominis Chriſtianitat̄ Anglice Chriſtian-name nec Cognominis Anglice Sirname nec loci commorationis ſive reſidenc' ipſius Will'i nec fuit aliqua cognitio alicujus pred' Officiar' mercati pred' intrat̄ in libro qui per totu͂ pred' tempus mercati pred' per prefat̄ Johem Davenport in mercato pred' cuſtodit̄ fuit ꝑ venditione Equor̄ in eodem mercato Q̄dq; pred' Will'us Spadon' pred' ult̄ mentionat̄ ſic ut prefertur venden' & diſponen' non attulit pred' Johi Davenport receptor̄ Tolneti pred' nec alicui al' Officiar' mercati pred' aliquam perſonam que teſtificare potuit vel teſtificavit ſive declaravit prefat̄ Johi Davenport ſive coram eodem Johe Davenport receptor' Tolneti pred' & conſervator' Libri pred' ſic ut prefertur exiſten' nec alicui nec coram aliquo Officiar' mercati pred' q̄d ipſa eadem perſona cognovit pred' Will'm exiſten' partem que pred' ult' menc̄onat̄ Spadonem in pred' ult̄ menc̄onat̄ mercato vendidit & diſpoſuit vel nomen cognomen myſteriu͂ ſive locum habitationis ipſius Willi Q̄dq; idem Will'us non intravit nec intrari cauſavit in pred' Libro pred' receptor' Tolneti pred' ꝑ p̄d ult̄ mentionat̄ mercato ꝑ p̄d Joh Davenport ſic ut p̄fertur cuſtodit' nōen Chriſtianitat̄ cognōen myſterium ſive locu͂ commorationis ſive reſidenc' ipſius pred' Willi qui pred' ult' mentionat̄ Spadon' ſic ut prefertur vendidit & diſpoſuit in pred' mercato ult̄ mentionat̄ Q̄dq; pred' Will'us Richardſon non intrari cauſavit in pred' Libro per pred' Johem Davenport ſic ut prefertur cuſtodit' pretiu͂ ſive valorem quod idem Will'us huit pro Spadone pred' ult̄ mentionat̄ ſic ut prefertur per ipſum in pred' ult̄ mentionat̄ mercat̄ vendit̄ & diſpoſit̄ contra formam Statut̄ pred' in humod caſu inde nuper edit̄ & ꝓvis̄ per quod p̄d Will'us juxta formam Statut̄ pred' in humod caſu inde nuper edit' & ꝓvis̄ forisfecit dictis Dño Regi & Dn̄e Regine & eidem Robto qui tam &c. al' quinq; libr' pred' decem libr' reſid' ac ſuperinde actio accrevit dictis Dño Regi & Dn̄e Regine & eidem Roberto qui tam &c. ad exigend' & hend' de p̄fato Will'o pꝛed̄ quinq; libr' ult' menc̄onat' pꝛed' tamen Will'us licet ſepius requiſit' pꝛed' ſepal' denar' ſum̄as in toto ſe attingen̄ ad pꝛed' decem libr' ſeu aliq̄m̄ inde denar' dc̄is Dn̄o Regi & Dn̄e Regine & eidem Robto qui tam &c. ſeu eoꝝ alicui nondū reddidit ſed ill' dc̄is Dn̄o Regi & Dn̄e Regine & pꝛefat' Will'o qui tam &c. reddere omnino contradixit & adhuc reddere contradic' unde idem Robtus qui tam ꝓ Dn̄o Rege & Dn̄a Regina quam ꝓ ſeipſo in hac parte ſequitur dic' q̄d ipſe deterioꝛatus eſt & dampnū h̄et ad valenciam decem libꝛarum Et inde ꝓduc' ſectam &c.

Barre, *Nil debet*, & Iſſue ſur ceo.

Et pꝛed' Will'us ꝑ Robtū Penniſton Attoꝛn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et dic' q̄d ipſe non debet dc̄is Dn̄o Regi & Dn̄e Regine & pꝛefat' Robto qui tam &c. pꝛed̄ decem libr' nec aliq̄m̄ inde denar' in foꝛma pꝛed' qua idem Robtus qui tam &c. ſupius ꝟſus eum narravit & de hoc pon̄ ſe ſup pꝛiam̄ Et pꝛed' Robtus ſilit' Jō pꝛecept' eſt Vic' q̄d Venire fac' hic a die Sc̄i Michis in tres ſeptimanas duodecim &c. per quos &c. Et qui nec &c. Ad recogn' &c. Quia tam &c.

CEſt Caſe eſt report en 3 *Levinz* 374. & en tiel manner que al meins poiet eſtre collect que Judgment fuit done pur le Pl. ove Coſts, car eſt la dit que Judgment fuit ſtay jeſq; le Pl. monſtre cauſe, & que un cauſe de feaſans de ceſt Rule fuit pur ceo que fuit move per le Councel del Def. que nul Coſts doient eſtre done en tiel Caſe pur le Pl. Et donques eſt la dit, que fuit reſpond per le Councel del Pl. que quand le Penalty eſt certain, Damages & Coſts doient eſtre done; mes quand le Penalty eſt incertain, nemy. Et pur ceo *North* & *Wingate*'s Caſe, 1 *Cro.* 559. 1 *Jones* 447. *Co. Entr.* 163 & 164. *Rolls* 1 *Abr.* 579. (que eſt miſtake, car ſeroit 574.) fueront cite, & que ſur ceo Judgment fuit done pur le Pl. Mes al ceo fuit reſpond per le Councel del Def. que les livres de 1 *Cro.* 559. 1 *Jones* 447. & 1 *Rolls Abr.* 579. ſont tout un Caſe, Que eſt pur priſel de 10 *d.* pur un Diſtreſs, car per le Stat. de 1 & 2 *Phil.* & *Mar.* forſq; 4 *d.* doiet eſtre priſe. Mes le chief reaſon de ceo appiert per le Report de dit Caſe en *Jones*, *viz.* pur ceo que le Penalty eſt done al party grieve, & quant al Preſident en *Co. Entr.* 163. que eſt un Action ſur le Stat. de 13 *Eliz.* cap. 5. en ceſt Caſe le moiety de forfeiture eſt done al party grieve. Et quant al auter Preſident *Co.* 164. ceo eſt en Action ſur le Stat. 21 *H.* 8. cap. 6. de *Mortuaries*, & tout le forfeiture eſt done al party grieve. Et pur le Def. le Caſe de *Eaton* & *Buntley*, 2 *Keb.* 781 & 788. que eſt ore report en 1 *Vent.* 133 & 134. fuit cite, lou en un Action ſur le

Stat. de 17 *Car.* 2. cap. 2. apres Verdict pur le Pl. fuit move en Arreſt de Judgment que nul Coſts ou Damages fueront done al Pl. Et le Caſe de *North* & *Wingate*, & les Preſidents en *Co. Entr.* fueront cite pur ceo. Mes fuit reſolve per tout le Court que Coſts ne doient eſtre en un Action Popular ou le forfeiture ſoit certain ou nemy; mes ou un certain Penalty eſt done al party grieve, la il avera ſes Coſts & Damages, *vide* 1 *Brownl.* 66. *King* & *Law*'s Caſe, & *Hutt.* 22. meſme Caſe. Voire eſt, que en un Action ſur le Stat. de 8 *H.* 6. de *Forceable Entries* le Pl. recovera Coſts; mes le reaſon de ceo eſt, pur ceo que ceo n'eſt Ley de Creation, mes del Addition, car per le Common Ley le Pl. recoveroit Damages, *Co.* 10. 116. *a.* & *b.* *Pilfold*'s Caſe. *Lutwyche* fuit ſolement Accouncel ove le Def. en ceſt Caſe de *Sedgwick* & *Richardſon*. Et jeo touts temps apres le Caſe fuit move tanq; le Report de ceo en 3 *Levinz*, ay priſe que le Rule de Court fuit que nul Coſts fueront done en ceſt Caſe; mes ceſt Report ad met moy ſur ouſter enquiry de verity de ceo, & a ceſt purpoſe jeo ay view le Record de ceo, que eſt enter *Mich.* 5 *W.* & *M. Rot.* 400. & nemy *Trin.* 5 *W.* & *M.* come eſt dit en 3 *Levinz.* Mes nul Judgment eſt enter en le Roll, nec eſt aſcun footſtep de le Caſe, en point de Coſts, d'eſtre trove per le Remembrance ou le Court-livre. Mes ceo que done a moy pleine ſatisfaction que nul Coſts fueront done per le Court, eſt que le Def. meſme ad moy informe meſme ceſtuy jour come il ad devant deins petit temps apres le Debate del Caſe, que il ad ſolement pay le Penalty, *viz.* le 10 *l.* en diſcharge de Suit vers luy.

Percival qui tam v. *Mitchell.*

Tempeſt. Hill. 6 W. 3. Regis. in C. B.

Alias ꝑut patet Termino Sc̄i Michis ult' pꝛeterito Rot' 756. continetur ſic Ebor' ſſ. Johes Mitchell nuper de paroch de Skipton in Com̄ pꝛed' Gen' ſum̄ fuit ad reſpondend' Dño Regi & Dne Regine nunc & Collings Percivall Gen' qui tam ꝑ Dño Rege & Dna Regina quam ꝑ ſeipſo ſequitur de ꝑlito q̄d reddat eiſdem Dño Regi & Dne Regine & pꝛefat' Collings ducent' & vigint' libꝛas quas dc̄is Dño Regi & Dne Regine & eidem Collings debet & injuſte detinet &c. Et unde idem Collings qui tam &c. per Joſephum Butler Attoꝛn' ſuū

Debt *qui tam*, &c. pur Recuſancy en non venant al Eſgliſe.

Narr'.

D d dic'

Forfeit de 120 l. en trois parts d'eſtre divide.

dic' qd̄ cum p̃d Johes Mitchell ꝑ ſpacium undecim menſium integroꝝ px' poſt duodecimum diem Junij anno regni dc̃oꝝ Dnı Regis & Dnē Regine nunc quinto (eodem Johe Mitchell ꝑ tempus illud & antea exiſten' ult' etatem ſexdecim annoꝝ & inħitan' infra hoc Regnũ Anglie videlt apud parochiam de Skipton in Com̃ p̃d) non acceſſit Anglice hath not repaired nec conatus eſt ſe accedere Anglice nor endeavoured himſelf to repair ad Eccleſiam Parochialē de Skipton p̃d nec ad aliquam aliam Eccleſiam Capellam Parochialē vel uſualem locum Communis Precacõnis ſed ꝑ totũ temp9 p̃d videlt ꝑ ſpaciũ undecim menſiũ integroꝝ p̃dc̃oꝝ (nullam habens l'ittimam ſive rõnabilem excuſacõnem fore abſens) voluntarie & obſtinate abſtinuit ab eiſdem Anglice hath forborn the ſame contra formam Statut' in humõi caſu edit' & ꝓvis ꝑ qd̄ idem Johes Mitchell foriſfecit viginti libras ꝓ quolibt menſe p̃dc̃oꝝ undecim menſiũ (in quib; ipſe p̃dcus Johes Mitchell non acceſſiſſet ad aliquam Eccleſiam Capellam Parochialē vel uſualem locum Cõmunis Precacõnis ut ſupradictum eſt) in toto ſe attingen' ad ducentas & viginti libras in tres partes equales dividend̄ videlt unam tertiam partem inde ꝓ dc̃is Dño Rege & Dnã Regina nunc ad uſum ſuũ ꝓpriũ unam aliam tertiam partem inde eiſdem Dño Regi & Dnē Regine ꝓ relevacõne pauꝑum in p̃dcã parochia de Skipton in qua quidem parochia offenſa p̃dcã commiſſa fuit & tertiam partem inde reſid̄ ꝓ eodem Collings qui tam &c. ſecundum formam Statuti inde edit' & ꝓvis ꝑ q̃d accõ accrevit dc̃is Dño Regi & Dnē Regine nunc & eidem Collings qui tam &c. ad exigend̄ & habend̄ de p̃dc̃o Johe Mitchell p̃dcas ducentas & viginti libras Predcus tamen Johes Mitchell licet ſepius requiſit p̃dcas ducentas & viginti libras dc̃is Dño Regi & Dnē Regine & p̃fat' Collings Percival qui tam &c. nondum reddidit Set ill' ei hucuſq; reddere contradixit & adhuc contradic' unde idem Collings Percivall qui tam &c. dicit qd̄ ipſe deteriorat' eſt & dampnum ħet ad valenciam octoginta libraꝝ Et inde tam ꝓ dc̃is Dño Rege & Dnã Regina in forma p̃dcã quam ꝓ ſeipſo ꝓduc' ſectam &c.

Bar per former Conviction ſur Indictment al Seſſions de Peace per Proclamat', &c.

Et p̃dcus Johes Mitchell ꝑ Will'm Bankes Attorn' ſuum ven̄ & defend' vim & injur' quando &c. & omnem contempt' ꝑ quã quidem &c. Et pet' licenciam inde inter loquend̄ hicuſq; in Octab Scĩ Hillarij Et ħet &c. Idem dies dat' eſt p̃fat' Collings qui tam &c. hic &c. Ante quem diem dcã Dnã Regina diem ſuũ clauſit extremũ Et modo hic ad hunc diem ven' tam p̃dcus Collings qui tam &c. ꝑ Attorn' ſuũ p̃dcm̃ quam p̃fat' Johes ꝑ Attorn' ſuũ p̃d & ſuꝑ hoc idem Johes dic' qd̄ p̃dcus Collings qui tam ꝓ Dño Rege quam ꝓ ſeipſo in hac parte ſequitur accõnem ſuam p̄dcam v̄ſus eum here non debet quia dic' q̄d ꝑ quendam Actum ad Seſſion' Parliamenti Dn̄e Elizabethe nuꝑ Regine Angl' tent' ꝑ ꝓrogacon' apud Weſtm̄ in Com̄ Midd̄ decimo ſexto die Januarij anno regni ſui viceſimo tertio inactitat' fuit Authoꝛitate ejuſdem Parliamenti inter alia q̄d quelibt ꝑſona ult' etatem ſexdecim annoꝝ que non accederet Anglice repair ad aliquam Eccleſiam Capellam ſive uſual' locū Cōmunis Pꝛecacōnis Anglice of Common Prayer ſed ſe abſtineret ab eiſdem contra tenoꝛem cujuſdam Statuti in pꝛimo anno regni dcē Dn̄e Regine facti ꝓ Unifoꝛmitate Cōmunis Pꝛecacōnis Anglice Common Prayer & exiſten' inde l'ittime convict' foꝛisfaceret dcē Dn̄e nuper Regine ꝓ quolibt menſe poſt finem dcē Seſſion̄ Parliament' quo ipſe vel ipſa ſic abſtineret viginti libꝛas legalis monet' Angl' Et ulterius q̄d omnes foꝛisfactur' aliquaꝝ denar' ſumaꝝ limitat' ꝑ eundem Actum de viceſimo tertio ſupꝛadicto dividerentur in tres equales partes unde una tertia pars foꝛet dcē Dn̄e nuꝑ Regine Elizabethe ad uſum ſuū ꝓpꝛium una altera tertia pars eidem Dn̄e nuꝑ Regine ꝓ relevio pauꝑum in parochia ubi offenſa commiſſa foꝛet deliband' ꝑ Warr' pꝛincipal' Officiar' in recept' Scaccarij abſq3 ulterioꝛi Warrant' a dcā Dnā nuꝑ Regina & tertia pars inde reſid' tali ꝑſone que ſectaret ꝓ eiſdem in aliqua Cur' de Recoꝛd ꝑ accon' debi bill' querel' vel infoꝛmacon' in qua ſecta null' Eſſon' ꝓtectio vel vadiatio Legis allocaretur ꝓut per eundem Actum plenius apparet Acq3 per quendam Actum Parliament' dcē Dn̄e nuꝑ Regine tent' apud Weſtm̄ viceſimo nono die Octobꝛis anno regni ſui viceſimo octavo inactitat' fuit Authoꝛitate ejuſdem Parliamenti (int' al') q̄d quilibt delinquens in non accedendo Anglice repairing ad Divinū Servicium ſed abſtinend' ab eodem contra Statut' de anno viceſimo tertio ſupꝛadicto qui extunc impoſterum contingeret inde foꝛe ſemel convict' in tal' Termino Paſche vel Sci Michis qual' foꝛet ꝓx' poſt tal' conviccōn' ſolv̄et in recept' Scaccarij ſecundum ratam viginti libꝛaꝝ ꝓ quolibt menſe qui contineretur in Indictamento ſuꝑ quo talis convictio foꝛet acetiam ꝓ quolibt menſe poſt talem conviction' abſq3 ullo al' Indictament' vel conviction' ſolv̄et in recept' Scaccarij p̄d ad duo anni tempoꝛa videlt in quolibt Termino Paſch & Termino Sci Michis tant' quant' adtunc reman' inſolut' ſecundum ratam viginti libꝛaꝝ ꝓ quolibet menſe poſt humod conviction' & ſi defalt' fieret in aliqua parte alicujus ſolucon' antedict' contra foꝛmam in eodem Actu ante limitat' q̄d tunc & toties dcā Dnā Regina per ꝓceſſ̄ e dicto Scaccario caperet ſeiſiret & gauderet omnia bona & duas partes tam omnium terrarum tenementoꝛum &

Le Stat. de 28 El. communement dit de 29 Eliz.
Vi. 1 And. 295.

Ceo eſt en le Roll de Parlement.

hereditament' dimiſſioñ & firmar' talis delinquent' quam omnium aliorum terrarum tenementorum & hereditament' obligat' Anglice liable talibꝫ ſeiſuris vel penalitat' p̄d ꝑ Ꝟam intencon̄ ejuſdem Actus relinquen̄ tantum tertiam partem eoꝝdem terraꝝ tenementoꝝ & hereditament' dimiſſion̄ & firmar' ad & ꝓ manutenentia & relevio huiōi delinquen̄ uxor' liboꝝ & familie ſuoꝝ Et ꝑcitioꝛi conviccon̄ talis delinquen̄ in non accedendo Anglice repairing ad Divinu̅ Serviciu̅ ſed abſtinendo ab eodem contra p̄d Statut' de anno viceſimo tertio ſupꝛadicto ulterius inactitat' fuit (inter alia) Authoꝛitate p̄d Parliamenti de anno viceſimo octavo ſupꝛadicto q̄d ſuꝑ Indictament' talis delinquent' ꝓclamac̄o fact' foꝛet ad eaſdem Aſſiſ̄ ſive Gaol' delibacon̄ in qua Indictament' capt' foꝛet ſi idem capt' foꝛet ad aliquas Aſſias̄ ſive Gaol' delibacon̄ ꝑ quam p̄cept' foꝛet q̄d coꝛpꝰ talis delinquen̄ reddit' foꝛet Vic' ejuſdem Com̄ antetunc ꝓx' Aſſias̄ ſive General' Gaol' delibacon̄ tenend̄ in eodem Com̄ Et ſi ad p̄d ꝓx' Aſſias̄ ſive Gaol' delibacon̄ idem delinquen̄ ſic ꝓclamat' non faceret compentiā de recoꝛdo q̄d ſuꝑ tali defalt' recoꝛdat' eadem foꝛet tam ſufficiens conviccõ in lege dc̄e offenſ̄ unde pars ſic ſtetit indictat' ut p̄dict' eſt ac ſi ſuꝑ idem Indictament' triac̄o ꝑ Ꝟedictu̅ ſuperinde ꝓceſſ̄ & recoꝛdat' fuiſſet ꝓut ꝑ Actum illum plenius liquet & apparet Et idem Johes ulterius dic' q̄d ꝑ quendam Actum in Parliamento Dni Jacobi nuꝑ Regis Anglie &c. pꝛimi ad ſeſſionem ejuſdem Parliamenti apud Weſtm̄ p̄d quinto die Novembꝛis anno regni ſui Anglie tertio ꝑ ꝓrogacon̄ tent' edit' (inter alia) inactitat' fuit Authoꝛitate ejuſdem Parliamenti q̄d Juſtic' Aſſiſ̄ & Gaol' delibacon̄ ad Aſſias̄ ſuas & Juſtic' pacis ad eoꝝ general' Seſſion' pacis poteſtat' herent & Authoꝛitat' virtute ejuſdem Actus ad inquirend̄ audiend̄ & terminand̄ de omnibꝫ recuſantibꝫ & offenſ̄ tam ꝓ non recipiend̄ Sacrm̄ Cene Dominice ſecundum Ꝟam intencon̄ Actus ill' quam ꝓ non accedendo Anglice repairing ad Eccleſiam ſecundum intencon̄ pꝛioꝝ legum talibꝫ modo & foꝛma ſicut Juſtic' Aſſiſ̄ & Gaol' delibacon̄ tunc fecerint aut tunc facere potuiſſent ꝑ pꝛioꝛes leges in caſu Recuſancie ꝓ non accedendo Anglice repairing ad Eccleſiam Acetiam poteſtat' herent ad eoꝝ Aſſias̄ & Gaol' delibacon̄ & ad Seſſion̄ (in quibꝫ aliquod Indictament' Ꝟſus aliquam ꝑſonam aut ꝓ non accedendo Anglice repairing ad Eccleſiam juxta pꝛioꝛes leges aut ꝓ non recipiend̄ dcm̄ Sacrm̄ juxta Actum ill' capt' foꝛet) ꝓclamacon̄ facere ꝑ quam p̄cept' foꝛet q̄d coꝛpus cujuſlibet tal' delinquen̄ redderetur Vic' ejuſdem Com̄ ſeu Ballio vel al' Cuſtod̄ Gaol' libtat' ante ꝓx' Aſſias̄ & General' Gaol' delibacon̄ vel ante ꝓx' General' vel Quarterial' Seſſion̄ reſpective

General' & *Pacis* not in either Parliment-Roll or Prints.

tenend̄ ꝓ dc̄o Com̄ limit' diviſion̄ vel libtat' Et ſi ad dict' pr' Aſſiaſ̄ & General' Gaol' delibacon̄ vel Seſſion̄ idem delinquen̄ ſic ꝓclamat' non faceret compent' de recordo qd̄ tunc ſuꝑ qualibt tal' defalt' recordat' eadem eſſet tam ſufficiens conviccō in lege dcē offenſ̄ unde pars ſtaret indictat' ut p̄d̄ eſt Ac ſi ſuꝑ eodem indict' triacō ꝑ Vedictum ſuꝑ inde fuiſſet ꝓceſſ̄ & invent' Vſus ipm̄ vel ipam̄ Et recordat' & ulterius ꝑ eundem Actum inactitat' fuit qd̄ quilibt delinquens in non accedendo Anglice repairing ad Divinum Servicium ſed abſtinendo ab eodem contra Statut' in ea parte edit' & ꝓviſ̄ cui impoſterum contingeret inde ſemel convict' fore in tali Termĩoꝝ Paſch & Sci Michis qui pr' foret poſt tal' conviccon̄ ſolvet in recept' Scaccarij ſecundum ratam viginti libraꝝ ꝓ quolibet menſe qui contineretur in Indictamento ſuꝑ quo talis conviccō foret Acetiam ꝓ quolibet menſe poſt tal' conviction̄ (abſq; ullo al' Indictamento vel conviction̄) foriſfaceret viginti libras & ſolvet in recept' Scaccarij p̄d̄ ad duo tempora in anno videlt in quolibt Paſch & Michis Termino tant' quant' tunc remaneret inſolut' ſecundum ratam viginti libr' ꝓ quolibet menſe poſt tal' conviction̄ p̄terquam in tal' caſibus ubi Rex virtute dci Actus eaſdem recuſaret & acciperet duas partes terraꝝ teñtoꝝ hereditament' dimiſſion̄ Anglice Leaſes & firmar' talis delinquen̄ donec dcā pars exiſten̄ indictat' ꝓ non veniendo Anglice coming ad Eccleſiam contra leges priores ſeſe conformaret & veniret Anglice come ad Eccliam juxta intencon̄ Statut' in ea part edit' & ꝓviſ̄ Et ulterius qd̄ quelibet conviccō recordat' ꝓ aliqua offenſa ſuꝑmencõnat' a Juſtic' coram quibus record̄ talis conviction̄ remaneret certificaretur in Cur̄ Scaccarij Regis Majeſtatis Anglice the King's Majeſty's Court of Exchequer ante finem Termini pr' ſequen̄ tal' conviction̄ in tal' convenien̄ certitudine ꝓ tempore & al' circumſtantijs ut Cur̄ Scaccarij ſuꝑinde proceſſ̄ emitteret Anglice award out proceſs pro ſeiſura terraꝝ & bonoꝝ cujuſlibet tal' delinquen̄ prout cauſa requireret Et ſi default' fieret in aliqua parte alicujus ſolucon̄ p̄d̄ contra formam in eodem Actu p̄antea limitat' q̄d tunc & toties Regia Majeſtas hered̄ & ſucceſſor' ſui ꝑ proceſſ̄ e dc̄o Scaccario capent ſeiſirent & gauderent omn̄ bona & duas partes tam omnium terraꝝ teñtoꝝ & hereditament' dimiſſion' & firmar' talis delinqueñ quam om̄ al' terraꝝ teñtoꝝ & hereditament' obligat' Anglice liable tal' ſeiſur̄ vel penalitat' p̄d̄ juxta Vam intenconem ejuſdem Actus relinqueñ tantum tertiam partem eoꝝdem terraꝝ teñtoꝝ & hereditament' dimiſſion̄ & firmar' ad & pro manutenen' & relevio ejuſdem delinqueñ ux' liboꝝ & familie ſuoꝝ prout ꝑ eundem Actum (inter alia plenius apparet Et

Ceo eſt en Roll de Parlement.

idem

Def. endict al Seſſion de Peace.

Proclamation fait, &c.

idem Johes ulterius dic' q̄d poſtea & ante impetrac̄onem Bris Originalis p̄d Collings videlt ad General' Quarterial' Seſſion̄ pacis Dn̄i Willielmi nunc Regis & Dn̄e Marie nuꝑ Regine Anglie tent' apud Skipton in & pro le Weſt-Riding Com̄ Eborum p̄d decimo quarto die Julij anno regni ſui tertio coram Jonathan̄ Jennings Mil' Ambroſio Pudſay Johe Lambert Ricardo Redmayne Henr' South Cyril Arthington & Thoma Fawkes Ar' & al' Juſtic' dc̄or Dn̄i Regis & Dn̄e Regine ad pacem in le Weſt-Riding Com̄ p̄d conſervand̄ necnon ad diu'ſa Felon̄ Tranſgr' & al' Malefacta in le Weſt-Riding Com̄ p̄d perpetrat' audiend̄ & terminand̄ aſſign̄ & ꝑ adjornament' continuat' & tent' apud Leeds in & pro le Weſt-Riding p̄d decimo octavo die Auguſti tunc prox' ſequen̄ coram Johe Kay Bar' Will'o Lowther Mil' Jaſpero Blythman Thom̄ Fawkes & Cyril Arthington Ar' & al' Juſtic' dc̄or Dn̄i Regis & Dn̄e Regine ad pacem in le Weſt-Riding Com̄ Ebor' p̄d conſervand̄ necnon ad diu'ſa Felon̄ Tranſgr' & al' Malefacta in dc̄o Weſt-Riding ejuſdem Com̄ ꝑpetrat' audiend̄ & terminand̄ aſſign̄ idem Johes Mitchell ꝑ ſacrm̄ duodecim proborum & legaliū hominū infra le Weſt-Riding p̄d dc̄i Com̄ Ebor' jurat' & onerat' ad inquirend̄ pro dc̄is Dn̄o Rege & Dn̄a Regina pro corpore de le Weſt-Riding Com̄ p̄d indictat' fuit de eo q̄d ipſe etat' ſexdecim annorum & amplius exiſten̄ ac apud Skipton p̄d infra le Weſt-Riding Com̄ p̄d a primo die Junij anno regni dictorum Dn̄i & Dn̄e Regis & Regine tertio ſupradicto uſq; ad tertium diem Auguſti anno tertio ſupradicto ſcilt ꝑ ſpaciū duorum menſium aſſidue com̄orans & inh̄itans ad Eccl'iam parochial' ſuam aut ad aliquam al' Eccl'iam Capell' aut uſual' locū Com̄unis Precac̄onis ꝑ totum tempus p̄d non acceſſit ven̄ nec reſortavit ſed penitus ꝑ totum temp⁹ p̄d ſeſe abinde abſentavit & ꝑ ſpaciū duodecim menſiū tunc p̄terit' recuſavit ad recipiend̄ Sacrm̄ Cene Dom̄ ſecundum uſū Eccl'ie Anglicane cum tamen interim idem Johes non h̄uit ullam l'ittimam aut rōnabilem dc̄e abſentie & recuſac̄onis ſue excuſac̄on̄ in magnum Dei & dc̄or' Dn̄i Regis & Dn̄e Regine contempt' necnon contra formam Statut' in hum̄oi caſu inde edit' & provis̄ ſuꝑ quo quidem Indictament' ſic ut p̄fertur compert' ad eandem General' Quarterial' Seſſion̄ pacis per eoſdem Juſtic' publica proclamac̄o fact' fuit q̄d idem Johes Mitchell redderet corpus ſuū Vic' Com̄ Ebor' ante tunc prox' General' Quarterial' Seſſion̄ pacis p̄d Dn̄i Regis & Dne Regine tenend̄ pro le Weſt-Riding p̄d dc̄i Com̄ Ebor' ſecundum formam Statuti in hum̄oi caſu edit' & provis̄ prout per Record̄ inde coram p̄fat' Juſtic' pacis in dicto Weſt-Riding Com̄ Ebor' p̄d remanen̄ plenius

Le prochein Seſſions tent' 7 Octob. 3 W. & M.

Le Def. devant ceſt Seſſion ne render luy meſme al Vic', &c. ne appiert al dit Seſſions.

Son default record.

Le dit Convict' certifie en le Exchequer.

plenius apparet Et p̄d Joħes ulterius dic' qd̄ p̄dict' prox' General' Seſſio pacis in & pro le Weſt-Riding dc̄i Com̄ Ebor' tent' fuit apud Knareſburgh in le Weſt-Riding p̄dict' ejuſdem Com̄ ſeptimo die Octobris anno regni dictorum Dn̄i Regis & Dn̄e Regine tertio coram Thoma Fawkes Thoma Dodſon Ricardo Redmayne Henr' Hitch Cyril Arthington Will'o Vavaſour & Andrea Wilkinſon Ar' & al' Juſtic' dictorum Dn̄i Regis & Dn̄e Regine ad pacem in le Weſt-Riding Com̄ p̄dict' conſervand̄ necnon ad diverſa Felon̄ Tranſgr' & al' Malefacta in dicto Weſt-Riding ejuſdem Com̄ perpetrat' audiend̄ & terminand̄ aſſign̄ Et idem Joħes ulterius dic' qd̄ ipſe idem Joħes ante dictam General' Quarterial' Seſſion̄ pacis juxta proclamacon̄ p̄d & contra formam Statuti p̄d ſe Vic' Com̄ p̄d ſeu Ballio vel al' Cuſtod̄ alicujus Gaol' infra le Weſt-Riding p̄d non reddidit nec ad eandem General' Quarterial' Seſſion̄ pacis comperuit de Record̄ ſed defalt' fecit que quidem defalt' adtunc & ibm in eadem Cur' coram eiſdem Juſtic' pacis debo modo ſecundum formam Statuti recordat' fuit prout per recordum inde coram p̄fat' Juſtic' pacis in dicto Weſt-Riding Com̄ Ebor' pred' ſitit' remanen̄ plenius liquet & apparet per quod idem Joħes per Leges hujus Regni Anglie Papalis Recuſans convict' devenit & ſemper poſtea fuit & adhuc exiſtit Et idem Joħes ulterius dic' qd̄ convictio p̄d ante finem Termini prox' ſequen̄ conviction̄ ill' ſcilt Termino Sc̄i Mich̄is anno regni dictorum Dn̄i Regis & Dn̄e Regine tertio ſupradicto debo modo juxta formam Statut' pred̄ in ea parte edit' & proviſ̄ in Cur' dictorum Dn̄i Regis & Dn̄e Regine de Scaccario apud Weſtm̄ pred̄ certificat' prout per Record̄ inde in eadem Cur' de Scaccario apud Weſtm̄ pred̄ remanen̄ plenius liquet & apparet Et hoc parat' eſt ꝟificare unde pet' Judicm̄ ſi pred̄ Collings qui tam &c. actionem ſuam pred̄ verſus eum habere debeat &c. Cum hoc q̄d idem Johannes verificare vult q̄d pred' convictio ipſius Johannis & Record' inde adhuc in ſuis plenis robore vigore & effectu miē reꝟſat' ſeu annihilat' permanent & ſunt qdq; p̄dict' Johannes in Indictament' p̄dict' mentionat' & p̄dict' Johannes modo defend' eſt una & eadem perſona & non alia neq; diverſa. Demurrer, & Joinder en Demurrer.

LE Roll de Parlement fuit ſearch ſur le occaſion de ceſt Caſe, & eſt iſſint come eſt obſerve en le Margen. Et apres le Joinder en Demurrer, ne fuit aſcun ouſter proceeding en le Caſe. Que Conviction per Proclamation eſt Barre al Informer. *Vid. Bridgman* 120. 2 *Cro.* 481. *Lane* 60. *Noy* 117. 11 *Rep.* 65, & 66. *Cawley de Recuſants* 78, & 79.

Barnaby v. *Nandike.*

Winford. Trin. 9 W. 3. Regis. Rot. 1875.

Debt qui tam, &c. pur Recuſancy per abſence de Eſgliſe.

Ebor' ſſ. ELizabetha Nandyke nuper de Wallam in paroch de Norton in Com̃ p̃d' vidua ſum̃ fuit ad reſpondend' Dño Regi nunc & Jacobo Barnby qui tam pro eodem Dño Rege quam pro ſeipſo ſequitur de plito q̃d reddat eidem Dño Regi & p̃fat' Jacobo qui tam &c. ducentas & viginti libr' quas dicto Dño Regi & prefat' Jacobo qui tam &c. debet & injuſte detinet &c. Et unde idem Jacobus qui tam &c. per Radulphum Chatham Attorn' ſuũ dic' q̃d pred' Elizabeth per ſpacium undecim menſium pror' ante impetracon' Bris Original p̃d' ſcilt ante octavum diem Aprilis anno regni dict' Dom̃ Regis nunc octavo eadem Elizabetha per tempus illud & antea exiſteñ ultra etatem ſexdecim annorum & inhitañ infra hoc Regn' Angl videlt apud paroch de Norton in Com̃ Ebor̃ p̃d' non acceſſit Anglice hath not repaired nec conat' eſt ſe accedere Anglice nor endeavoured her ſelf to repair ad Eccliam parochial' de Norton in Com̃ Ebor̃ p̃d' nec ad aliquam al Eccleſiam Capellam vel uſualem locum Com̃unis Precationis ſed per totum tempus pred' videlt per ſpacium undecim menſium integrorum nullam habens litimam ſive rõnabilem excuſationem fore abſens voluntarie & obſtinate abſtinuit ab eiſdem Anglice hath forborn the ſame contra formam Statuti in humoi caſu nuper edit' & provis' per quod actio accrevit dicto Dño Regi quã eidem Jacobo qui tam &c. ad exigend' & habend' de prefat' Elizabetha pred' ducent' & viginti libras pred' tamen Elizabeth licet ſepius requiſit' pred' ducent' & viginti libras dicto Dño Regi

Demand le entire Forfeiture.

gi & eidem Jacobo qui tam &c. nondum reddidit ſeu ill eis hucuſq; reddere contradixit & adhuc contradicit unde idem Jacobus qui tam &c. dicit q̃d ipſe deteriorat' eſt & dampnū h̃et ad valenciam quadraginta librarum Et inde tam pro dicto Dño Rege in forma p̃d quam ꝓ ſeipſo ꝓduc' ſectam &c.

Et p̃dca Elizabetha ꝑ Marmaducū Nelſon Attorn ſuū ven & defend vim & injur' quando &c. Et dic' q̃d p̃d Jacobus qui tam &c. accõnem ſuam p̃d v̄ſus eam habere non debet quia dic' q̃d quidam Willus Veſcy Gen qui tam ꝓ Dño Rege nunc quā ꝓ ſeipſo in ea parte ſequebatur alias ſcilt quarto die Januarij anno regni dci Dni Regis nunc octavo ſuꝑdicto ꝓſecut' fuiſſet extra Cur' Cancellar' ejuſdem Dni Regis (eadem Cur' Cancellar' apud Weſtm in Com Midd tunc exiſten) quoddam Bre Original' ipſius Dni Regis v̄ſus ipſam Elizabetham Nandyke tunc Vic' Ebor direct' ꝑ quod quidem Bre idem Dñus Rex nunc eidem tunc Vic' Ebor p̃cepit q̃d idem tunc Vic' p̃ciperet eidem Elizabethe ꝑ nomen Elizabethe Nandyke nuꝑ de Wallam in paroch de Norton in Com p̃d Vidue q̃d injuſte & ſine dilone redderet dco Dño Regi nunc & p̃fat' Willo Veſcy qui tam ꝓ Dño Rege quam ꝓ ſeipſo in ea parte ſequebatur ducent' & vigint' libras quas dco Dño Regi & p̃fat' Willo Veſcy qui tam &c. adtunc debuit & injuſte detinuit ut dixit ac niſi feciſſet & p̃fat' Willus Veſcy qui tam &c. feciſſet p̃d tunc Vic' ſecurum de clamore ſuo ꝓſequend tunc idem tunc Vic' ſum̃oniret ꝑ bon ſummonitor' ipſam p̃d Elizabeth q̃d eſſet coram Juſtic' dci Dni Regis apud Weſtm p̃d in Octabis Sci Hillarij tunc ꝓx' ſequen oſtenſ quare non feciſſet & q̃d idem tunc Vic' haberet tunc hic ſum̃onitor' & Bre illud ad quas quidm Octabas Sci Hillarij coram Georgio Treby Mil' & ſocijs ſuis tunc Juſtic' dci Dni Regis de Banco hic ſcilt apud Weſtm p̃d ven tam p̃fat' Will'us Veſcy ꝑ Johem Wilkinſon tunc Attorn ſuū quam p̃d Elizabetha Nandyke ꝑ Chriſtophm Wilſon tunc Attorn ſuū Et tunc Vic' Com Ebor videlt Thomas Pulleine Ar' eiſdem tunc Juſtic' dci Dni Regis tunc hic mand Bre p̃d ei in forma p̃d direct' ſervit' & execut' in forma ſequen videlt q̃d p̃d Will'us Veſcy qui tam &c. inveniſſet eidem tunc Vic' pleg' de ꝓſequend Bre p̃d ſcilt Johannem Doe & Ricardum Roe Et q̃d p̃d Elizabetha nichil habuit in ball'ia ſua ubi ſum potuit ſuꝑ quo p̃fat' Will'us Veſcy qui tam &c. narrando v̄ſus p̃d Elizabetham Nandyke ſuꝑ Bre Original' ſuo p̃d ꝑ p̃d Johem Wilkinſon adtunc Attorn ſuū dixit q̃d cum p̃dca Elizabeth viceſimo ſexto die Junij anno regni dci Dni Regis nunc ſeptimo exiſtens etatis ſexdecim annor & ultra & adtunc inhitans infra hoc Regnum Angl' videl't apud paroch de Norton in Com Ebor p̃d eodem viceſimo

Barre.

4 Jan. 8 W. auter Briefe port vers luy.

Ret' in Oct' Hill.

Les parties appear.

Le Briefe ret'.

Na

ſexto die Junij anno ſeptimo ſupradicto ſeu ad aliquod tempus infra undecim menſes integros tunc ꝓx' ſequen̄ non acceſſiſſ Anglice had not repaired nec conat̄ fuiſſet ſe accedere Anglice nor endeavoured her ſelf to repair ad Eccl̄iam Parochial' de Norton in Com̄ Ebor̄ p̃d nec ad aliquam al' Eccl̄iam Capellam vel uſualem locum Cōis Precac̄onis Anglice Common Prayer ſed ꝑ totum tempus p̃d voluntarie & obſtinate abſq; aliqua cauſa rōnabili abſtinuiſſet ab eiſdem Anglice had forborn the ſame contra formam Statut̄ in humoi caſu edit̄ & ꝓviſ̄ ꝑ quod acc̄o accreviſſet dc̄o Dño Regi & p̃fat̄ Will'o qui tam &c. ad exigend̄ & habend̄ de p̃d' Elizabeth p̃d ducent̄ & viginti libras videl't ꝑ quolibet menſe p̃dcor̄ undecim menſium in quib; p̃d Elizabetha non acceſſiſſet ad aliquam Eccleſiam Capellam vel uſual' locum Cōis Precationis viginti lib̄r unde tertia pars in tres partes equal' dividend̄ foriſfactur̄ p̃d dc̄o Dño Regi ad uſum ſuum ꝓpr' & al' tertia pars inde dc̄o Dño Regi ꝓ relevac̄one Anglice relief paupum de paroch de Norton p̃d in qua quidem paroch offenſa p̃d commiſſa fuit deven̄ ſecundum formam Statuti p̃d Et p̃d Will'us Veſcy qui tam &c. petijt tertiam partem foriſfactur̄ p̃d ſecundum formam Statut̄ p̃d p̃dca tamen Elizabeth licet ſepius requiſit̄ p̃d ducent̄ & vigint̄ libras dicto Dño Regi & eidem Will'o qui tam &c. ante tunc non reddidiſſet ſet ill' eis uſq; tunc reddere omio contradixiſſet & adtunc contradixit unde idem Will'us qui tam &c. tunc dixit qd ipſe deteriorat̄ fuit & dampnu̅ huit ad valenciam quadraginta librarum Et inde tm̄ pro dc̄o Dño Rege qm̄ pro ſeipſo tunc produxit ſectam &c. Et p̃d Elizabetha per p̃d Chriſtopherū Wilſon tunc Attorn̄ ſuū tunc ven̄ & defend̄ vim & injur̄ quando &c. Et idem tunc Attorn̄ tunc dixit qd ipſe non fuit inform̄ ꝑ eandem Elizabeth magr̄am ſuam de aliquo reſpons̄ ꝓ eadem Elizabetha dc̄o Dño Regi & p̃fat̄ Will'o qui tam &c. in loquela p̃d tunc dand̄ Et nichil aliud inde tunc dixit ꝑ quod dc̄us Dnus̄ Rex & prefat̄ Will'us qui tam &c. remanſer̄ v̄ſus p̃fat̄ Elizabeth inde indefens̄ Jō tunc conſ̄ fuit q̄d p̃d Elizabeth foriſfaceret dicto Dño Regi nunc p̃d ducent̄ & viginti libras in tres partes equal' dividen̄ unde dc̄us Dnus̄ Rex recuperaret duas partes videlt unam tertiam partem ſcilt ſeptuaginta & tres libras ſex ſolid̄ & octo denar̄ ad uſum ipſius Dnī Regis ꝓpr' ac aliam tertiam partem inde ſcilt ſeptuaginta & tres libr' ſex ſolid̄ & octo denar' ꝓ relevacon̄ pauperum de paroch de Norton p̃d quoq; p̃d Will'us qui tam &c. recuparet alteram tertiam partem videlt ſeptuaginta & tres libras ſex ſolid̄ & octo denar̄ reſid' inde ad uſum ipſius Willī ꝓpr̄ Et q̄d p̃d' Elizabetha eſſet in mīa &c. ꝓut

per

Il demand les trois parts.

Judgment per *Non ſum Informat'*.

Le Judgment.

per Record' & Proceſs inde in p̄dca Cur̄ dci Dni Regis nunc de Banco hic ſcilt apud Weſtm p̄d' reſiden plenius apparet quod quidem Judicium adhuc in ſuis plenis robore & effectu remanet mo reverſat ſeu adnullat Et eadem Elizabetha ulterius dic qd' ipſa p̄d' Elizabetha Nandyke modo defend' & p̄d' Elizabetha Nandyke in Record' Judicij p̄d' ſuperius nominat ſunt una & eadem pſona & non al' neq3 diverſa quoq3 Bre & Narraco pſat Willi Veſcy qui tam &c. ſup quib3 Judicm p̄d' in forma p̄d' obtent' fuit ac pred' Bre & Narraco p̄d' Jacobi Barnby qui tam &c. modo quer' verſus eandem Elizabetham modo pſecut ſunt p una eademq3 offenſa in non accedendo ad aliqm Eccleſiam Capellam vel uſual' locum Precaconis per p̄d' ſpacium undecim menſium & non pro alijs neq3 diverſis Et hoc eadem Elizabetha parat eſt verificare unde pet Judicm ſi pred' Jacobus qui tam &c. acconem ſuam p̄d' verſus eam habere debeat &c.

Averments.

Et predcus Jacobus qui tam &c. dic qd' ipſe per aliqua preallegat ab accone ſua p̄dca inde verſus eandem Elizabetham habend' precludi non debet qui proteſtando qd' Judicm pred' hit & obtent fuit p pred' Willielmum Veſcy verſus eandem Elizabethā per fraudem & covinam inter eos prehabit ea intencon ad pred' Jacobum in premiſſis defraudand' pro placito idem Jacobus qui tam &c. in facto dicit qd pred' Original' Bre ipſius Willi Veſcy in forma pred' proſecutum non proſecut' fuit infra unu annu prox' poſtquam pred' undecim menſes in eodem placito menconat incept fuer & ſic Judicm pred' virtute cujuſdam Statuti in hujuſmodi caſu nuper edit & proviſ vacuum in lege exiſtit Et hoc idem Jacobus qui tam &c. parat eſt verificare unde tam p Dño Rege nunc quam p ſeipſo pet Judicm & debm p̄d' in Narracone p̄d' menconat tam Dño Regi nunc quam p̄d' Jacobo qui tam &c. adjudicari &c.

Repli.

Que le Original Briefe de dit Veſcy ne fuit proſecute deins 12 mois apres les dits 11 mois.

Et p̄dca Elizabetha dic qd' p̄dcm Bre Originale pred' Willi emanavit infra tempus in ea parte limitat ac put ill' emanaſſe debuit Et hoc parat eſt verificare unde ut prius pet Judicm Et hoc p̄dcus Jacobus qui tam &c. ab accone ſua predca vs eum habend' precludatur &c. Demurrer, & Joinder en Demurrer.

Rejoinder.

Seroit qd' en lieu de hoc.

LE ſole Queſtion que fuit debate en ceſt Caſe fuit ou le Declaration fuit bone ou nemy.

Deux Exceptions fueront priſe al ceo. 1. Que il ad conclude *contra formam Statuti* ou duit eſtre conclude *contra formam Statutor'*, pur ceo que le Action eſt foundue ſur ſeveral Statutes. Et pur ceo ſont 3 *Cro.* 750. *Dingley* & *Moore*'s Caſe. 2 *Cro.* 142. *Broughton* & *Moore*'s Caſe en point, & la *Coke* dit que fuit iſſint adjudge in *Talbot*'s Caſe.

Al ceo fuit reſpond que les Preſidents ſont come le Declaration eſt icy. *Hearn* 509. *Co. Entr.* 569. *b. Winch* 522, 523, 524, 526, 527, & 660. 1 *Brownl.* 135.

Auter Exception fuit que le Declaration fuit pluis general, & nemy accordant al Preſidents per queux eſt monſtre coment le 20 *l.* per mois eſt forfeit, *viz.* tant al Roy, tant al Informer, & tant al Povers.

Mes al ceo fuit reſpond, que les Preſidents ſont ambideux voyes, & le Court prendra notice coment le Forfeiture eſt d'eſtre diſtribute.

Ceſt Caſe fuit argue *Mich.* 9. *W.* per *Wright* Serjeant le Roy pur le Plaintiff, & *Girdler* pur le Defendant. Et *Hill.* 9 *W.* per *Lutwyche* pur le Plaintiff & *Levinz* pur le Defendant; Et donc *Cur' adviſare vult*; & quel event il ad jeo ne poy per aſcun meanes diſcover.

Mes le Caſe de *Weſt* en *Owen* 135. ſemble d'eſtre un fort Caſe que le Declaration doit conclude *contra form' Statutor'*, jeo ay cauſe le Court-livre & le Remembrance d'eſtre ſearch, & per eux ne appiert que aſcun Judgment fuit unques done en le Caſe; & jeo ay cy ſovent foits perde mon labour en le ſearch de les Rolls de Court, jeo fui diſcourage a ſearcher ſi aſcun Judgment fuit enter ſur le Roll.

Belaſyſe

Belaſyſe v. *Burbridge* & al'.

Trin. 7 W. 3. Regis. Rot. 684.

Nott' ſſ. Ricus Burbꝛidge nup de Mansfeld in Com̄ p̄d' Mercer Lucas Martin nup de Newarke ſuper Trent in Com̄ p̄d' Innholder Robtus Wild nup de Newarke ſup Trent in Com̄ p̄d' Cordwainer & Thomas Colgrave nup de Winthoꝛpe in Com̄ p̄d' Labourer attach fuer̃ ad reſpondend' Rowlando Belaſyſe Mil Balnei de p̄lito Transgr' ſuper Caſum &c. Et unde idem Rowlandus p Samuelem Mottram Attoꝛn̄ ſuum queritur quare cum ipſe viceſimo die Martij año Dn̄i milliſimo ſexcenteſimo nonageſimo ſecundo apud Holme in Com̄ p̄d' dimiſiſſet conceſſiſſet & ad firmam tradidit cuidam Edwardo Robinſon unum Meſſuagiū duo Crofta unū Clauſum terre vocat̃ Sandhill-Cloſe ſex acras pꝛati & un' al̃ Clauſum vocat̃ Barn-Cloſe & Communiam paſture ꝓ ſex Vaccis Anglice ſix Cowgates in le Upper Paſture cum pertin' ſcituat̃ jacen' & exiſten' apud Holme p̄d' & Noꝛthmuskham & Bathley in Com̄ p̄d' habend' & tenend' teñta p̄dca cum pertin' eidem Edward' Robinſon a Feſto Annunciat̃ bẽ Marie Virginis tunc pꝛox' ſequen' pꝛo uno anno tunc pꝛox' futur̃ & ſic de anno in annum quamdiu ambab; partib; pꝛed' placeret reddend' & ſolvend' pꝛoinde annuatim & quolibt anno quo idem Edwardus tenementa p̄dca cum pertin' virtute dimiſſionis illius haberet & occuparet duodecim libꝛas & undecim ſolid ad Feſta Sci Michis Archi & Annunciac̃onis bẽ Marie Virginis per equas poꝛc̃ones virtute cujus quidem dimiſſionis idem Edwardus Robinſon in dimiſſa pꝛemiſſa cum pertin' intravit & fuit inde poſſeſſionat̃ Et ſic inde poſſeſſionat̃ exiſten' ac dimiſſione ill̃ in pleno vigoꝛe exiſten' ipſe idem Rowlandus viceſimo die Decembꝛis anno Dn̄i millimo ſexcenteſimo nonageſimo quarto in & ſuper dimiſſa pꝛemiſſa cum pertin' tres Vaccas un' Juvencum voc' a Steer quinq; quarteria Hoꝛdei & quinq; quarteria Siliginis Nõie diſtrictionis pꝛo octodecim libꝛis ſexdecim ſolid' & ſex denar̃ de reddit' p̄d' pꝛo uno anno & dimid' unius anni finit̃ ad Feſtū Sci Michis Archi tunc ult̃ p̄terit̃ debit̃ & adtunc aretro exiſten' cepiſſet & ſeiviſſet & grana p̄d' nomine & natura diſtriccon' pꝛo reddit̃ ill' ſic debit̃ & aretro exiſten' in Hoꝛreo parcell̃ dimiſſ' p̄miſſ' tanquam imparcat̃ detinuiſſet occludend' & obſerando oſtia inde cum eiſdem granis in eodem Et grana ill̃ ibm ſic ulterius detinere

Action ſur le Stat. de 2 W. & M. c. 5. pur reſcuer un Diſtreſs.

Demiſe per le Pl. de Meſſ. &c. al Robinſon.

Habend pur un ann' &c.

Diſtreſs pur Rent arrear.

tinere Ac poſtea ac poſt appreciacon' eorꝝdem ſecundum formam Statuti de Parliament' Dni Regis nunc & Dne Marie nuper Regine Anglie in humoi caſu nuper edit' & provis' vendere voluiſſet predci tamen Ricardus Lucas Robertus & Thomas machinan' & fraudulent' intenden' eundem Rowlandum in hac parte callide & ſubdole decipere & defraudare poſtea ſcilt viceſimo ſexto die Decembris anno Dni millimo ſexcenteſimo nonageſimo quarto apud Holme pred' ac infra tempus in quo grana pred' in Horreo pred' ſub diſtriccon' ill' nec vendit' nec replegiat' ſic imparcat' remanſet' vi & armis &c. grana pred' a Horreo pred' reſcuſſet' cepet' & aſportavet' contra formam Statuti pred' ad dampnum ipſius Rowlandi quadragint' librar' Et inde produc' ſectam &c. Le Reſcue.

Al ceſt Declaration les Defendants pleadont *Non Culp*, & Iſſue fuit trye al *Nottingham* Aſſizes, & trove pro Quer' vers touts les Defendants forſq; *Burbridge*, & apres ceſt Verdict il fuit move en Arreſt de Judgment,

1. Que le Statute 2 *W.* & *M.* que done power a vender Diſtreſs nient replevy deins cinque jours, dit que le party que diſtraine poet vender, *&c.* apres notice done al Owner del Diſtreſs, ou notice relinque al Manſion-houſe del Owner, & en ceſt Declaration nul notice eſt allege: Mes a ceo fuit reſpond & iſſint reſolve per le Court que entant que les Defendants ſont tort feaſors nul notice eſt requiſite, car le intent del Act fuit que le Owner des biens diſtraine averoit notice a porter ſon Replevin; mes il ne ſignifie rien al Defendants queux ſont tort feaſors le quel notice ſoit done ou nemy, & iſſint nul notice requiſite.
2. Que ne appiert que le Blee diſtrain fuit *unthraſh'd*, & ſi nemy, il n'eſt diſtrainable deins le dit Act, que done power a diſtrainer *Sheaves or Cocks of Corn looſe or in the Straw*, iſſint que le Act provide ſolement pur Blee unthraſh, *ſed non allocatur*, car le quel le Blee eſt thraſh ou nemy, il eſt bien diſtrainable.
3. Le Plaintiff declare que le Diſtreſs fuit priſe pur Rent reſerve ſur Leaſe pur un ann, *& ſic de anno in annum quamdiu ambabus partibus placuerit*, iſſint que ceſt Leaſe fuit determine al fine d'un ann, & conſequentment le Pl. ne puiſſoit diſtrainer pur le Rent de ceo ann & demy ann pluis; mes il fuit reſpond, & iſſint agree per le Court que ceſt Leaſe fuit un bone Leaſe pur deux anns al meins accordant al 6 *Co.* 35. *b.* Eveſque de *Bath*'s Caſe.

3 *Cro.* 775. *Agard* & *King*'s Caſe. 1 *Sid.* 427. *Goſtwick*'s Caſe. 1 *Mod. Rep.* 3.

4. Que la eſt nul Venue lay lou le Reſcous fuit fait ; Mes il fuit reſpond, & iſſint agree per le Court, que en ceſt Caſe la eſt ſufficient allegation que le Reſcous fuit fait al *Holme*, car il dit que le Grain fuit impound en un Barne *parcell' dimiſſor' præmiſſor'*, & que les Defts. al *Holme* p̄d' reſcue ceo hors del dit Barne, iſſint que le dit Barne ſerra intend d'eſtre al *Holme*, auterment les Defendants ne puiſſoint reſcuer le Grain al *Holme* hors de dit Barne.

5. Il fuit object que coment que le Venue ſoit admit d'eſtre lay al *Holme*, uncore il n'eſt bone, car le Venue doiet a vener del *Holme*, *Northmuskham* & *Bathley*, lou les terres giſont ; mes il fuit reſpond, & reſolve que le Venue eſt bien lay, car ceſt Action eſt foundue ſur un Tort, & nemy ſur le droit del terre, & le Demiſe, &c. eſt ſolement un enducement al Action, & le Tort eſt le principal matter, & pur ceo le Venue ſerra lay lou le Tort eſt fait, & ove ceſt difference agreeont 3 *Cro. Sidenham* vers *Robins. Noy* 9. *Banning*'s Caſe. 3 *Cro.* 427. *Bragg* vers *Banning*. Et 571. *Leede* vers *Shackerley*. *Hob.* 305. *Clerk* vers *Wood*. *Hut.* 39. Et apres en Hill. Term 8 *W.* 3. Judgment fuit done pur le Pl.

Lutwyche fuit Accouncel ove le Pl. & *Wright* Serjeant le Roy ove le Def.

Ridley & al' v. *Bell*.

Cooke. Trin. 13 W. 3. Regis. Rot. 406.

JOhes Bell nuper de Villa Novi Caſtri ſuper Tinam in Com̄ Ville Novi Caſtri ſuper Tinam Gen̄ Collector debi ſup Sal' Dn̄o Regi ſolubil' infra Portū Ville Novi Caſtri ſup Tinam ſum̄ fuit ad reſpondend̄ Nicho Ridley Mercatori Georgio Henderſon Mercatori Joſepho Atkinſon Mercatori Robto Fenwick Mercatori Jonathañ Roddam Mercatori & Thome Davinſon Mercatori de plito q̄d reddat eis ꝯtingent' & quinquagint' libras quas eis debet & injuſte detinet &c. Et unde iidem Nichus Georgius Joſephus Robtus Jonathan & Thomas per Johem Ord Attorn̄ ſuū dicunt q̄d cum idem Nichus nomine ſuo tantum ſed ꝑ ſeipſo & eiſdem Georgio Joſepho Robto Jonathañ & Thoma poſt viceſimum quartum diem Decembris anno Dn̄i milſimo

Action de debt ſur 2 de les Salt-Acts, viz 5 & 6 W. & M. & 9 & 10 W. port vers le Def. come Collector del Duty ſur Salt.

Narr'.

Que les Plts' enter pur exportation 17000 Codfiſh, &c.

milſimo ſexcenteſimo nonageſimo nono ſcilt octavo die Februarij año Dnı̄ milſimo ſeptingenteſimo in Portu Ville Novi Caſtri ſup Tinam apud Villam Novi Caſtri ſup Tinam in Com ejuſdem Ville debo modo intraſſet ꝑ exportacone & adtunc & ibm in quandam Navem vocat the Merchants Adventure of Newcaſtle cujus quidem Henricus Jenkins fuit Magiſter oneraſſet & eſkippaſſet ſeptemdecim mille Piſces aſell' bon magnitudinis Anglice ſeventeen thouſand ſizable Codfiſh de merchandizis bonis & catallis ipoꝝ Nichi Georgij Joſephi Robti Jonathan' & Thome ꝓpriis exportand

Que ils fueront export.

Serement que ils fuer' Engliſh-taken, &c.

Et que poſtea ſcilt eiſdem die & anno exportat fuer a p̄d Portu in partes tranſmarinas videlt uſqȝ Stockholme Cumqȝ poſtea ſcilt viceſimo octavo die Februarij anno Dnı̄ milſimo ſeptingenteſimo ſupradicto apud Villam Novi Caſtri ſup Tinam p̄d & Portum p̄dcm idem Nichus coram quodam Robto Hebborne adtunc Collectore Cuſtum Dnı̄ Regis in Portu illo & Carolo Sanderſon Deputat Cuſtomat ejuſdem Portus eidem Robto & Carolo tunc & ibm exiſten Principal' Officiat dct Portus p̄ſtitit ſacrm ſuu ſecundum formam Statut in humoi caſu edit & ꝓvis qd omnes Piſces p̄d certificat fuiſſe eſkippat in p̄d Navem capt fuer ꝑ Anglos Anglice Engliſh-taken & realit' exportat fuer ad partes tranſmarinas & non intens fore repoit ſup terram Anglice not intended to be re-landed in Anglia Wallia aut Villa Berwici

Debenture & Certificate.

Atqȝ ſupinde p̄d Robtus Hebborne tunc Collector Cuſtumat Dnı̄ Regis in Portu illo adtunc & ibidem juxta formam Statut in humoi caſu nup edit & ꝓvis fecit quandam Debenturam ſive Certificacon in ſcriptis vocat a Debenture ꝑ inde certifican qd idem Nichus ad Portum p̄dcm intraſſet cum Officiat ejuſdem Portus exportand in p̄dca Nave vocat the Merchants Adventure of Newcaſtle Henrico Jenkins Magiſtro ꝓ Stockholme p̄d octavo die Februarij anno Dnı̄ milſimo ſeptingenteſimo ſupradicto p̄d ſeptemdecim mille Piſces aſell' bon magnitudinis Anglice ſeventeen thouſand ſizable Codfiiſh Cumqȝ poſtea ſcilt eodem viceſimo octavo die Februarij anno Dñi milſimo ſeptingenteſimo ſupradicto quidam Johis Collinſon Deputat Scrutator & tunc & ibm exercens Officium Scrutatoris in Portu illo & Robtus Bell tunc & ibm ejus Aſſiſtens juxta direccon Statut p̄d' in Portu illo apud Villam Novi Caſtri ſuper Tinam pred' Debenturam illam vificavunt quoad pred' quantitates Piſcium pred actualit onerat ſuper Navem p̄dcam

Notice done al Def.

De omnib' quib' premiſſis predcus Johes Bell eodem viceſimo octavo die Februarij anno illo ibm noticiam huit Et pred' Nichus Georgius Joſephus Robtus Fenwicke Jonathan & Thomas poſtea ſcilt tertio die Maij anno Domini milſimo ſeptingenteſimo ſupradicto

dicto apud Villam Novi Caſtri ſuꝑ Tinam p̄dcam p̄d Debenturam & Vificacōnes p̄d ꝓduxerunt & oſtendebant p̄dc̄o Johi Bell tunc & p̄dc̄o tempoꝛe oneracōnis & eſkippacōnis Piſcium p̄d & adhuc exiſten Officiario appunctuat' ad colligend̄ deba Dni Regis ſuꝑ Sal' in Poꝛtu illo ꝑ Statuta illa debita; virtute quoꝝ quidem p̄miſſoꝝ & Statut' in humoi caſu edit' & ꝓviſ quadꝛingent' vigint' & quinq; libꝛe juxta ratam quinquagint' ſolidoꝝ ꝑ centenam ꝓ qualibt centena Piſcium p̄d ſic ut p̄fertur exportat' eiſdem Nicho Geoꝛgio Joſepho Robto Fenwicke Jonathan̄ & Thome ſcilt quindecim ſolidi ꝑ centenam ꝑ unum Statutum in humoi caſu nuꝑ edit' & ꝓviſ & triginta & quinq; ſolidi ulterius ꝑ alterum Statutum in humoi caſu edit' & ꝓviſ debit' & ſolubil' devener' Ac iidem Nich Geoꝛg' Joſeph Robtus Fenwick Jonathan & Thomas poſtea ſcilt eiſdem die & an̄o ult' mencōnat' apud Vill' Novi Caſtri ſuꝑ Tinam p̄d ſuꝑ Debent' p̄d' requiſiverunt p̄d Johem Bell ad ſolvend̄ eis infra triginta dies ꝓx' poſt requiſicōnem illam p̄d quadꝛingent' viginti & quinq; libꝛas juxta foꝛmam & effectum eoꝛundem Statut' Ac licet p̄dcus Johes Bell ad tempus requiſicōn p̄d & ꝑ ſpacium triginta dierum extunc ꝓx' ſequen in manib; ſuis h'uit ſatis de denar' ꝑ ipm ut Collectoꝛem deboꝝ p̄dcoꝝ ſuꝑ Sal' recept' unde eiſdem Nicho Geoꝛgio Joſepho Robto Fenwick Jonathan̄ & Thome de p̄dict' quadꝛingent' viginti & quinq; libꝛas ſatiſfeciſſe potuit videlt apud Villam Novi Caſtri ſuꝑ Tinam p̄d Idem tamen Johes Bell Statut' p̄d mīe ponderans nec pen in eiſdem content' aliqualit' verens dcas quadꝛingent' viginti & quinq; libꝛas juxta Statut' ill' eiſdem Nicho Geoꝛgio Joſepho Robto Fenwick Jonathan̄ & Thome non ſolvit ſeu alicui eoꝝ in fine dictorum triginta dieꝝ vel ad aliquod tempus ante vel poſtea ſed ill' eis vel eoꝝ alicui ſolvere recuſavit licet ipſe idem Johes Bell ꝑ ipſos Nichm Geoꝛgium Joſephum Robtum Fenwick Jonathan̄ & Thomam adinde ſepius requiſit' fuit poſt finem p̄dcoꝝ triginta dieꝝ & ante impetracōnem Bris Oꝛiginalis ipſoꝛum Nichi Geoꝛgii Joſephi Robti Fenwick Jonathan̄ & Thome ꝑ quod vigoꝛe Statut' p̄d acc̄o accrevit eiſdem Nicho Geoꝛgio Joſepho Robto Fenwick Jonathan̄ & Thome exiſten partib; inde gravat' ad exigend̄ & h'end̄ de p̄fat' Johe Bell p̄d' octingent' & quinquagint' libr' exiſten duplum p̄dce ſume ſic ut p̄fertur eis ſolvend̄ p̄dcus tamen Johes Bell licet ſepius requiſit' p̄d octingent' & quinquagint' libr' eiſdem Nicho Geoꝛgio Joſepho Robto Fenwick Jonathan̄ & Thome ſeu eoꝝ alicui nondum reddidit ſed ill' eis hucuſq; reddere oīo contradixit & adhuc contradic' unde dicunt qd deterioꝛat' ſunt Et dampnu habent ad valenc' quadꝛaginta libꝛaꝝ Et inde ꝓduc' ſectam &c.

Il eſt monſtre coment le debt accrue.

Requeſt a a payer deins 30 jours.

Que le Def. avoit ſufficient deniers en ſes mains.

Requeſt apres les 30 jours.

Plea.
Nil debet.

Et p̃d Johes Bell p̲ Willm Hawkins Attorn' ſuu͞ ven' & defend vim & injur' quando &c. Et dic' qd ipſe non debet p̃fat Nicho Georgio Joſepho Robto Fenwick Jonathan̄ & Thome p̃d octingent & quinquaginta libras nec aliquem inde denar' in forma qua iidem Nichus Georgius Joſephus Robtus Fenwick Jonathan & Thomas ſupius v̄ſus eum narraver' Et de hoc pon' ſe ſup̲ patriam Et p̃d Nichus Georgius Joſephus Robtus Fenwick Jonathan & Thomas ſimil' Ido p̃cept eſt Vic̄ qd Venire fac' hic a die Sc̃e Trinitat in tres ſeptimanas duodecim &c. per quos &c. Et qui nec &c. Ad recogn' &c. Quia tam &c. Ad quē diem Jur̄a inter partes p̃d de plito p̃d poīt fuit inter eos in reſpectum hic uſq; ad hunc diem ſcilt a die Sci Michis in tres ſeptimanas tunc ꝓx' ſequen' niſi Juſtic' Dni Regis ad Aſſias in Com Ville p̃d capiend aſſign' p̲ formam Statut &c. die Martis decimo nono die Auguſti ꝓx' p̃terit apud Guihald Ville Novi Caſtri ſuper Tinam in Com ejuſdem Ville prius ven' Et modo hic ad hunc diem ven' tam p̃d Nichus Georgius Joſephus Robtus Jonathan & Thomas quam p̃d Johes p̲ Attorn' ſuum p̃d Et p̃fat Juſtic' ad Aſſias coram &c. miſ hic record ſuu in hec v̄ba Poſtea die & loco infra content coram Edwardo Ward Mil' Capital' Baron' Cur' Dni Regis de Scaccario & Johe Turton Mil' un' Juſtic' dci Dni Regis ad Plita coram ipſo Rege tenend aſſign' Juſtic' ipſius Regis ad Aſſias' in Com̄ Ville Novi Caſtri ſup̲ Tinam capiend aſſign' p̲ formam Statuti &c. ven̄ tam infranōiat Nichus Georgius Joſephus Robtus Fenwick Jonathan & Thomas quam infraſcript Johes p̲ Attorn' ſuos infracontent & Jur Jur͠ unde infra fit menc̄o exact' ſimil' ven' qui ad v̄itat de infracontent dicend elci triat & jurat dicunt ſuper ſacrm ſuu qd p̃d Nichus Ridley in nōie ſuo ꝓprio tantum ſed ꝓ & ex parte ipſius dci Nichi & dcoꝝ Georgij Henderſon Joſephi Atkinſon Robti Fenwick Jonathani Roddam & Thome Daviſon participum ipſius Nichi in Piſcibꝫ infraſcript poſt viceſimum quartum diem Decembris anno Dni milliſimo ſexcenteſimo nonageſimo nono ſcilt infracontent octavo die Februarij anno Dni milliſimo ſeptingenteſimo in infra ſpecificat Portu Ville Novi Caſtri ſuper Tinam apud inframenc̄onat Villam Novi Caſtri ſuper Tinam in Com̄ ejuſdem Ville debito modo intravit ꝓ exportac̄one & adtunc & ibm in infra ſpecificat Nave vocat the Merchants Adventure of Newcaſtle cujus infra nominat Henricus Jenkins fuit Magiſter oneravit & eſkippavit infracontent ſeptemdecim mille Piſces aſell' bon' magnitudinis vocat ſeventeen thouſand ſizable Codfiſh de merchandizis bonis & catallis ipſoꝝ Nichi Georgij Joſephi Robti Jonathani & Thome ꝓpr' exportand Quoq; Piſces ill' in Nave p̃d actualit

Verdict, per le quel touts les parts de Narr' ſont trove forſq; le requeſt apres les 30 jours a payer l'Argent.

poſtea exportat' fuer' a p̄dc̄o Portu in Portum tranſmarin̄ videl't uſq; ad Stockholme ulterius mencōnat' ſecundum intracōnem illam Qdq; poſtea ſcilt inframencōnat' viceſimo octavo die Februarij anno Dnī milſimo ſeptingenteſimo ſupradicto apud Villam Novi Caſtri ſup Tinam p̄d & Portum p̄d idem Nichus coram infranominat' Roberto Hebborne adtunc Collectore Cuſtum' Dnī Regis in Portu illo & Carolo Sanderſon Deputat' Cuſtumar' ejuſdem Portus exiſten' eiſdem Robto & Carolo tunc & ibm exiſten̄ principal' Officiar' dcī Portus p̄ſtitit ſacrm ſuum ſecundum formam Statut' in humōi caſu nup edit' & ꝑvis q̄d omnes Piſces p̄d certificat' fuiſſe eſkippat' in p̄d Navem capt' fuer' p Anglos Anglice Engliſh-taken & realit' exportat' fuer' ad partes tranſmarinas & non inten̄s fore repoſit' ſup terram Anglice not intended to be re-landed in Anglia Wallia aut Villa Berwici Qdq; ſupinde p̄d Robtus Hebborne tunc Collector Cuſtum' Dnī Regis in Portu illo exiſten̄ adtunc & ibm juxta formam Statut' in hujuſmodi caſu edit' & ꝑvis fecit Debentur' ſive Certificacon' inframencōat' in ſcriptis pinde certifican̄ quod idem Nichus ad Portum p̄d intraſſet cum Officiar' ejuſdem Portus exportand' in p̄dca Nave infranominat' Henrico Jenkins Magiſtro p Stockholme p̄d octavo die Februarij anno Dnī milſimo ſeptingenteſimo ſupradicto p̄d ſeptemdecim mille Piſces aſſell' bon' magnitudinis vocat' ſizable Codfiſh Qdq; poſtea ſcilt eodem viceſimo octavo die Februarij anno Dnī milſimo ſeptingenteſimo ſupradicto infranominat' Johes Collinſon Deputat' Scrutator' exiſten̄ & tunc & ibm exercen̄ Officium Scrutatoris in Portu illo & Robtus Bell tunc & ibm exiſten̄ ejus aſſiſten̄ juxta direction' Statut' p̄d in Portu illo apud Villam Novi Caſtri ſuper Tinam p̄d Debenturam illam Vificavunt quoad p̄d quantitat' Piſcium p̄d actualit' onerat' ſuper Navem p̄dcam & quod de omnibus p̄miſſis p̄d dict' Johes Bell eodem viceſimo octavo die Februarij anno illo ibm notitiam habuit Et p̄d Nichus Georgius Joſephus Robtus Fenwick Jonathan & Thomas poſtea ſcilt tertio die Marcij anno Dnī milſimo ſeptingenteſimo ſupradicto apud Villam Novi Caſtri ſup Tinam p̄d Debenturam & Vificacon̄ p̄d ꝑduxer' & oſtendebant p̄fat' Johi Bell tunc & p̄dc̄o tempore oneracōnis & eſkippacōnis Piſcium p̄d exiſten̄ Officiario appunctuat' ad colligend' deba Dnī Regis ſuper Sal' in Portu illo per Statuta illa debita Qdq; p̄d Nichus Georgius Joſephus Robtus Fenwick Jonathan & Thomas requiſiver' eundem Johannem Bell ad ſolvend' eis infra triginta dies ꝑx' poſt requiſicōnem illam inframencōnat' ſummam quadringent' vigint' & quinq; libr' videlt quinquagint' ſolid' p' centen' ꝑ qualibt centen' Anglice hundred Piſcium p̄d ſic ex-

Serement.

Debent' fait.

Verificat' del Debent'.

3 Marcli 1700. Debent' & Certificate monſtre al Def.

Requeſt a payer le 425 l.

Que le Def. ad ſufficient en ſes mains a ſatisfier les Plts'.

Les points de ſpecial Verdit.

portat virtute ſeperal Statut in narracōne p̄d interius mencōnat debit & ſolubil' Adq; p̄d Johes Bell tempore requiſicon' ill' & per pred' ſpacium triginta dierum extunc ꝓx' ſequen' in manib; ſuis hūit ſatis de denar' p ipm ut Collectorem debōrum p̄d ſuper Sal' recept unde eiſdem Nicho Georgio Joſepho Roberto Fenwick Jonathañ & Thome de pred quadringent viginti & quinq; libris ſatisfeciſſe potuit videl't apud Villam Novi Caſtri ſuper Tinam pred Et q̄d idem Johes Bell dict quadringent viginti & quinq; libr' eiſdem Nicho Georgio Joſepho Roberto Fenwick Jonathañ & Thome ſeu alicui eorum non ſolvit in fine triginta dierum vel ad aliquod temp⁹ antea aut poſtea ſed ill' eis vel eorꝫ alicui ſolvē recuſavit ꝓut per narracon' infraſcript interius ſupponit ſed ijdem Juratores ulterius dicunt ſuper ſacrm ſuū pred' q̄d ſuper triacon' exit' infraſpecificat eiſdem Juratorib; null' ꝓbacō ſive evidenc' quecunq; dat fuit q̄d Piſces p̄d fuer' per Anglos capt vocat English-taken nec Piſces ill' preparat fuer vocat cured cum Sale qui ſolviſſet deba ſuper Salem Dño Regi nunc aliter qm per pred ſignacon' juracon' & v'ificacon' Debenture pred Juratorib; pred modo & forma pred' in evidencijs dat & oſtens' ſed utrum ſuper tot materia pred' in forma pred compert dictus Johes Bell debet prefat Nicho Georgio Joſepho Robto Fenwick Jonathañ & Thome pred octingent & quinquagint libras in forma qua ipſi interius narraver' necne ijdem Juratores penitus ignorant Et petunt inde adviſamentum Cur' hic Et ſi ſuper tota materia pred' in forma pred' compert videbit Juſtic' & Cur' hic q̄d pred Johes Bell debet prefat Nicho Georgio Joſepho Roberto Fenwick Jonathañ & Thome pred octingent quinquaginta libras in forma qua ipſi interius v'ſus eum narraver' tunc ijdem Juratores dicunt ſuper ſacrm ſuū pred q̄d pred Johes Bell debet prefat Nicho Georgio Joſepho Roberto Fenwick Jonathañ & Thome pred' octingent & quinquaginta libras modo & forma prout ipſi interius v'ſus eum narraver' Et aſſidunt dampna ipſorꝫ Nichi Georgij Joſephi Roberti Fenwick Jonathañ & Thome occōne detencōnis debi ill' ultra miſ' & cuſtag' ſua per ipſos circa ſectam ſuam in hac parte apposit ad duos denar Et pro miſ' & cuſtag' ill' ad quadraginta ſolid Et ſi videbitur Juſtic' & Cur' hic q̄d pred Johes Bell non debet prefat Nicho Georgio Joſepho Roberto Fenwick Jonathañ & Thome pred' octingent & quinquaginta libras in forma qua idem Johes Bell interius placitando allegavit tunc Idem Juratores dicunt ſuper ſacrm ſuū pred' q̄d pred' Johes Bell non debet eiſdem Nicho Georgio Joſepho Roberto Fenwick Jonathañ & Thome pred' octingent & quinquagint libras in forma qua ipſe idem Johes Bell interius placitando allegavit

vit &c. Et quia Juſtic' hic ſe adviſare volunt de & ſuper premiſſis priuſquam Judicm inde reddant dies dat eſt partib; pred' hicuſq; in Octabis Sci Hillarij de audiendo inde Judicio ſuo Eo qd' ijdem Juſtic' hic inde nondum &c.

EN ceſt Caſe, per le Opinion de tout le Court en le Terme de St. *Hillary*, *anno primo Annæ* R. Judgment fuit done pur les Pls. *Hooke* & *Carthew* Accouncel ove les Pls. *Pratt* & *Lutwyche* ove le Def. Mes le Caſe ne fuit unques argue per *Lutwyche*.

Nota, Que ceſt Action eſt foundue ſur deux Statutes, l'un fait 5 & 6 *W.* & *M.* per le quel, page 128 & 134. 15 *s. per Cent'* eſt done al le Exporter de Codfiſh, &c. L'auter Act eſt fait 9 & 10 *W.* 3. & per ceo, page 726. 35 *s.* eſt done al le Exporter pur cheſcun 100 de Codfiſh, &c. Mes per le primer Act le Duty eſt a commencer a 25 *March* 1694. & a continuer jeſq; 17 *May* 1697. Et le Codfiſh pur que les Pls. priont le Allowance fuit export 8 *Febr.* 1700. & iſſint apres le continuance del dit primer Act, come ſembloit *prima facie*; mes eſt d'eſtre note, que per un auter Act fait 7 & 8 *W.* 3. page 629. le Duty ſur Sale eſt fait perpetual. Et ceſt Act fuit fait al Parlement *tent'* 22 *Novembr*. 1695. & iſſint durant le continuance del Act de 5 & 6 *W.* & *M.* Et le dit Act de 7 & 8. recite le Stat. de 5 & 6 *W.* & *M.* & per ceo eſt enact, que le dit Act de 5 & 6. & cheſcun Article, &c. en ceo continuera a touts jours en pleine force al touts intents & purpoſes, ſicome il ad eſtre particularment recite & enact en le corps de dit Act, & donque eſt tout un come ſi le primer Act ad eſtre perpetual al primes, accordant al *Dingley* & *Moore*'s Caſe, 3 *Cro.* 750. & *Weſt*'s Caſe, *Owen* 134.

Aſſumpſit.

Stinton v. *Yates.*

Wyrley. Hill. 36 & 37 Car. 2 Regis.

Action ſur le Caſe ſur Aſſumpſit concernant le maintenance d'un Baſtard.

Narr' Recital del matter avant dit, &c.

Communication concernant le maintenance del dit Baſtard.

Le ſpecial agreement fait ſur ceſt communication.

Wigorn' ſſ. Maria Yates nuꝑ de Civit' Wigoꝛn in Com Civit' Wigoꝛn vid' attach fuit ad reſpondend Rolando Stinton de plito tranſgr' ſuꝑ caſum &c. Et unde idem Rolandus ꝑ Thomam Twittey Attoꝛn ſuu querit' q̄d cum quidam Ric̄us Yates filius p̄dc̄ Marie ꝓcuraſſet & obtinuiſſet carnalem cognic̄onem & copulac̄onem de coꝛpoꝛe cujuſdam Joanne Stinton Spinſter filie & ſervientis p̄dci Rolandi & inhitañ cum eodem Rolando & ipam Joannã puero ꝓcreaſſet que quidem Joanna poſtea de quodam Infante maſculo delibat fuit p̄d Rolandus ꝓ relevio ſuoin p̄miſſis & ſeipm indempnem conſervare a manutenc̄one Infantis p̄d intendens ad ꝓſequend p̄d Ric̄m ꝓ ꝓcreatione Infantis p̄d ſuper coꝛpoꝛe p̄dc̄ Joanne ut p̄fertur &c. Et pꝛed Maria deſiderans compoſic̄onem differentie pꝛed duodecimo die Febꝛuarij anno regni Dni Regis nunc 35 apud Claynes in Com p̄d ad requiſic̄onem ipſius Marie quoddam colloquium hit' & mot' fuit inter ipm Mariam & prefat' Rolandum de & concerneñ manutenc̄one Infant' pꝛed' ſuperius ꝓcreat' ꝑ pꝛed Ric̄m ſuꝑ coꝛpoꝛe pꝛed' Joanne ut pꝛefertur ſuꝑ quo quidem colloquio poſtea ſcilt eodem duodecimo die Febꝛuarij anno triceſimo quinto ſupꝛadicto apud Claynes pꝛed agreat' fuit inter ipm Rolandum & pꝛefat' Mariam modo & foꝛma ſequen videl't q̄d ſi pꝛed Rolandus aſſumeret cuſtodire & manutenere Infantem pꝛed' ꝓ quinq; vel ſex annis & non ꝓſequeretur p̄d' Ric̄m tunc p̄d' Maria ſolveret eidem Rolando ſummam decem libꝛaꝝ legalis monete Anglie utrum Infant' pꝛed' viveret vel obiret modo & foꝛma ſequeñ videl't unũ ſolid' inde in manib; & nonaginta & novem ſolid' plus parcell' de pꝛed decem libꝛis ſuꝑ diem Jovis in ſeptimana tunc ꝓx' ſequeñ ⁊ quinqꝫ libꝛas reſid' de pꝛed' decem libꝛis ⁊ viginti ſolid' per annum que quidem ſum̄a quinqꝫ libꝛaꝝ pꝛedcā Maria bene ⁊ fidelit' ſecuraret ꝑ obligac̄onem quoꝝdam Rob̄ti Yates ⁊ Edwardi Yates duoꝝ al' fil' ipſius Marie ⁊ poſt expirac̄onem pꝛed' quinqꝫ vel ſex annoꝝ pꝛed' Maria manuteneret Infantem pꝛed' ad ꝓpꝛia onera ⁊ cuſtag' ſua ſuꝑ quo pꝛedcā Maria poſtea ſcil't eodem duodecimo die Febꝛuarij anno triceſimo quinto ſupꝛadicto apud Claynes pꝛed' in conſiderac̄one q̄d ipſe idem Rolandus ad ſpecialem inſtanciam ⁊ requiſic̄onem pꝛed' Marie ſuꝑ ſe aſſumpſiſſet ⁊ eidem Marie adtunc ⁊ ib̄m fidelit' ꝓmiſiſſet perfoꝛmare agreamentum pꝛed' in omnibꝫ ex parte ipſius Rolandi ꝑfoꝛmand' ſuꝑ ſe aſſumpſit ⁊ eidem Rolando adtunc ⁊ ib̄m fidelit' ꝓmiſit q̄d ipſa eadem Maria agreament' pꝛed' in omnibꝫ ex parte ipſius Marie ꝑfoꝛmand' bene ⁊ fideliter ꝑfoꝛmare vellet Et idem Rolandus in facto dic' q̄d ipſe idem Rolandus ꝓmiſſioni ⁊ aſſump̄coni pꝛed' Marie ſic ut pꝛefertur factis fidem adhibens ad pꝛedcam ſpecialem inſtanciam ⁊ requiſic̄onem pꝛedc Marie pꝛedcus̄ Rolandus poſtea ſcil't eodem duodecimo die Febꝛuarij anno triceſimo quinto ſupꝛadicto ⁊ abinde hucuſqꝫ apud Claynes pꝛed' manutenuit Infantem pꝛed' ⁊ nunquam ꝓſecut' fuit pꝛed' Ricm pꝛed' tamen Maria ꝓmiſſionem ⁊ aſſump̄conem ſuas pꝛedcas̄ ſic ut pꝛefertur factas min curans Set machinans ⁊ fraudulent' indendens eundem Rolandm in hac parte callide ⁊ ſubdole deciꝑe ⁊ defraudare pꝛed' nonaginta ⁊ novem ſolid' parcell' de pꝛed' decem libꝛis ſuper pꝛed' diem Jovis ſuꝑius menc̄onat' eidem Rolando non ſolvit ſeu contentavit nec pꝛed' quinqꝫ libꝛas reſid' de pꝛed' decem libꝛis eidem Rolando per obligac̄onem pꝛed' Roberti ⁊ Edwardi eidem Rolando non ſecuravit licet ad hoc faciend' pꝛedcā Maria poſtea ſcil't decimo die Octobꝛis anno regni dci Dni Regis nunc triceſimo quinto ſupꝛadicto ⁊ ſepius poſtea apud Claynes pꝛed' ꝑ eundem Rolandum requiſit' fuiſſet Set ill' ei facere omnino recuſavit ⁊ adhuc recuſat ad dampnm ipſius Rolandi viginti libꝛaꝝ Et inde ꝓduc' ſectam ⁊c. Demurrer, & Joinder en Demurrer.

Mutual promiſes a perform le Agreement.

Averment que le Pl. ad mainteine le dit Infant, & que il n'ad proſecute le dit Richard le fitz del Def.

Breach.

Special requeſt.

Exception

EXception fuit pris al ceſt Declaration, Que n'eſt averre per ceo que il ad promis que il voile maintein le Infant pur cinq; ou ſix anns, & ceo eſt un condition precedent quant al tout le Agreement, & peradventure le Plaintiff ne voiloit oblige luy meſme al ceſt preſent temps tanq; il ad conſider ouſter de ceo, & donques a declarer ſon ment, & per ceo a faire le Agreement abſolute, que devant fuit conditional; mes *non allocatur Exceptio*, car fuit dit per le Court que le mutual promiſe del Plaintiff mention d'eſtre *in conſideratione*, &c. fuit ſufficient Averment al ceſt purpoſe ſans aſcun auter Averment. Et le Plaintiff ad Judgment. *Lutwyche* fuit Accouncel ove le Defendant.

Johnſon & Ux' v. *Mapletoft.*

Belvin. Hill. 2 & 3 Jac. 2. Regis. Rot. 1465.

Caſe ſur Aſſumpſit.

1 Narr' Pur 25 l. lent per le Pl. Jane *dum ſola*.

Northton' ſſ. JOhes Mapletoft nup de Glinton in Com pred Gen' attach fuit ad reſpondend' Samueli Johnſon & Jane Ux' ejus nup dict' Jane Stiles Vid' de pl'ito tranſgreſſionis ſup caſum &c. Et unde ijdem Samuel' & Jana per Ricardum Burman Attorn' ſuu queruntur quare cum pred Johes viceſimo primo die Septembris anno regni Dni Regis nunc primo apud Helpſton in conſideracone qd' eadem Jana dum ipſa ſola fuit ad ſpecial' inſtanc' & requiſicon' ipſius Johis accomodaſſet eidem Johi viginti quinq; libras legalis monete Anglie ſuper ſe aſſumpſit & eidem Jane adtunc & ibm fidelit' pmiſit qd ipſe idem Johes pred' viginti & quinq; libr' eidem Jane cum inde poſtea requiſit' fuiſſet bene & fidelit' ſolve & contentare vellet

2 Narr' Sur Indebit' receive al uſe de Pl. Jane.

Cumq; etiam pred' Johes poſtea ſcilicet viceſimo ſecundo die Septembris anno regni Dni Regis nunc primo ſupradicto apud Helpſton pred' indebitat' fuiſſet eidem Jane dum ipſa ſola fuit in al' viginti & quinq; libris conſil'is legalis monete Anglie p viginti & quinq; libris in pecunijs numeratis per prefat' Johem de eadem Jana dum ipſa ſola fuit ante temp' illud habit & recept' & ſic inde indebitat' exiſten pred' Johes in conſideracone inde ſuper ſe aſſumpſit & eidem Jane adtunc & ibm fidelit' pmiſit qd' ipſe pred' Johes pred' viginti & quinq; libr' ult mencõnat' eidem Jane cum inde poſtea requiſit' fuiſſet bene &

& fideliter ſolv̄e & contentare vellet Cumq; etiam p̄d Joh̄es poſtea ſcilicet triceſimo die Octobris anno regni Domini Regis nunc primo ſupradicto apud Helpſton pred in conſideracōne q̄d eadem Jana dum ipſa ſola fuit ad ſpecial' inſtanc' & requiſicōn ipſius Johannis accomodaſſet eidem Johi viginti & un̄ libras conſimilis legalis monete Anglie ſup̱ ſe aſſumpſit & eidem Jane adtunc & ibidem fideliter promiſit q̄d ipſe idem Johannes pred viginti & un̄ libr' eidem Jane cum inde poſtea requiſit' fuiſſet bene & fideliter ſolvere & contentare vellet Cumq; etiam p̄d Johannes poſtea ſcilicet triceſimo primo die Octobris anno primo ſupradicto apud Helpſton pred indebitat' fuit eidem Jane dum ipſa ſola fuit in al' viginti & un̄ libr' conſimilis legalis monete Anglie pro viginti & un̄ libris in pecunijs numeratis p̱ p̱fat' Johannem de eadem Jana dum ipſa ſola fuit ante tempus illud mutuat' habit' & recept' & ſic inde indebitat' exiſten̄ in conſideracōne inde ſuper ſe aſſumpſit & eidem Jane adtunc & ibm̄ fidelit' promiſit q̄d ipſe p̄d Johes p̄d viginti & un̄ libr' ult' mencōnat' eidem Jane cum inde poſtea requiſit' fuiſſet bene & fideliter ſolvere & contentare vellet pred tamen Johannes ſeperal' promiſſ' & aſſumpcōn ſuas pred' in forma pred factas mīd cur' ſed machinan̄ & fraudulent' intenden̄ eandem Janam dum ipſa ſola fuit & eoſdem Samuelem & Janam poſt deſponſalia inter eos celebrat' in hac parte callide & ſubdole decipere & defraudare p̄d ſep̱al' denar' ſum̄ in toto ſe attingen̄ ad nonagint' & duas libr' ſeu aliquem inde denar' eidem Jane dum ipſa ſola fuit ſeu eiſdem Samueli & Jane poſt deſponſalia inter eos celebrat' non ſolvit ſeu aliqualit' p̱ eiſdem contentavit licet ad hoc faciend pred Johannes poſtea ſcilicet ſecundo die Novembris anno regni dci Dni Regis nunc primo ſupradicto per eandem Janam dum ipſa ſola fuit & per eoſdem Samuelem & Janam poſt deſponſalia inter eos celebrat' ſcilicet primo die Decembris anno primo ſupradicto apud Helpſton pred' requiſit' fuiſſet ſet ill' eidem Jane dum ipſa ſola fuit ſeu prefat' Samueli & Jane poſt deſponſalia inter eos celebrat' hucuſq; ſolvere om̄io recuſavit & adhuc recuſat ad dampnum ipſorum Samuelis & Jane centum & quinquagint' libr' Et inde produc' ſectam &c.

3 Narr' en conſideration que le Pl. ad lend al Def. 21 l.

4 Narr' Indebit' Aſſumpſit pur 21 l. accommodate.

Special requeſt a payer fait 2 Novembr' 1 Jac. 2. per Pl. Jane *dum ſola*.

Auter requeſt per les Pls. apres Marriage.

Et pred Johannes per Rogerum Pemberton Attorn̄ ſuum ven̄ & defend quando &c. Et quoad ſecundam tertiam & quartam promiſſ' & aſſumpcon' in narracōne pred' ſuperius ſpec' idem Johannes dicit q̄d ipſe non aſſumpſit ſuper ſe modo & forma prout predci Samuel' & Jana ſuperius verſus eum queruntur & de hoc pon̄ ſe ſuper priam̄ & pred' Samuel' & Jana

Barre. Quant al 2, 3, & 4 promiſe non aſſumpſit, & Iſſue ſur ceo.

Et quant al primer promiſe *Actio non*, &c.

(ſilit') Et quoad viginti & quinq; libr in pꝛed' pꝛima ꝓmiſs' & aſſumpcon' in Narracōne pꝛed ſuperius mencōnat Idem Johannes dic' qd pꝛedci Samuel' & Jana accon' ſuā pꝛed' inde verſus eum habere non debent quia dic' qd' pꝛed' Johannes a tempoꝛe confeccon' pꝛed' pꝛime pꝛomiſs' & aſſumpcon' parat fuit ad ſolvend pꝛefat Jane dum ipſa ſola fuit & pꝛed' Samuel & Jana poſt ſponſalia inter eos celebꝛat pꝛed' ſummam viginti & quinq; libr (ſcil't) apud Helpſton pꝛed' & idem Johannes poſt pꝛed pꝛimā ꝓmiſs' & aſſumpcon' ipſius Johannis in narracōne pꝛed' ſuperius fact & poſt ſponſalia inter ipſos Samuelem & Janam celebꝛat & ante diem impetracōnis Bꝛevis Oꝛiginalis p̄dcoꝝ Samuelis & Jane ſcilt pꝛimo die Maij año regni dci Domini Regis nunc ſecundo apud Helpſton pꝛed' obtulit ad ſolvend' pꝛefat Samueli & Jane pꝛed' viginti & quinq; libr in pꝛed' pꝛima ꝓmiſs' & aſſumpcōn mencōnat quas quidem viginti & quinq; libr p̄d' Samuel' & Jana de eodem Johanne acceptare ſeu recipere adtunc & ibm̄ penitus recuſaver' & idem Johannes eaſdem viginti & quinque hic in Cur' ꝓfert parat ad ſolvend' pꝛed' Samuel' & Jane ſi pꝛed' Samuel' & Jana ill' de eodem Johe recipere velint & hoc parat eſt verificare unde petit judicm̄ ſi pꝛed' Samuel' & Jana accon' ſuam pꝛed' inde v̄ſus eum habere debeant &c.

Touts temps priſt.

Tender devant l'Action port.

Demurrer.

Et pꝛed' Samuel & Jana quoad pꝛed' placitum pꝛed' Johis quoad viginti & quinque libr in pꝛed' pꝛima ꝓmiſs' & aſſumpcon' in narracon' pꝛed' ſuperius mencōnat ſuperius in Barram placitat dicit qd' placitum pꝛed' materiaque in eodem content minus ſufficieñ in lege exiſtunt ad ipſos Samuelem & Janam ab accōne ſua pꝛed' verſus pꝛefat Johem hend' ꝓcludend' qdq; ipſi ad placitum illud modo & foꝛma pꝛed' placitat neceſſe non hent nec per legem terre tenentur reſpondere & hoc parat ſunt verificare unde ꝓ defectu ſufficieñ reſponſ̄ p̄d' Johis in hac parte ijdem Samuel' & Jana petunt judicm̄ & dampna ſua occōne p̄miſſa ſibi adjudicari &c. Et ꝓ cauſis moracōnis in lege ijdem Samuel & Jana oſtendunt quod pꝛed' Johes dic' q̄d ipſa ꝓfert eaſdem viginti & quinque omitten' verbum libr acetiam pltitum pꝛed' pltatur poſt peticōnem & conceſſionem licencie interloquendi &c.

Cauſes de Demurrer.

Joinder en Demurrer.

Et pꝛed' Johes dic' q̄d quoad pꝛed' viginti & quinque libr in pꝛed' pꝛima ꝓmiſs' & aſſumpcon' in narracōne pꝛed' ſuperius mencōnat ſuperius in Barram placitat materiaq; in eodem content' ſufficien' in lege exiſtunt ad ipſos Samuelem & Janam accon' ſuam pꝛed' verſus pꝛefat Johannem habend' pꝛecludend' que idem Johes parat eſt verificare quam quidem

de materiam ijdem Samuel & Jana non dedic' nec ad eam
ali lit reſpond' ſet verificacon' ill' admittere om̄io recuſant
un ut prius petit judicm̄ & quod pred' Samuel & Jana ab
ac e ſua pred' verſus eum habend' precluderetur &c. Set
qu Juſtic' hic ſe adviſare volunt de & ſuper premiſſ' unde
pa es pred' in Judic' Cur' hic ſe poſuer' reddend' nondum avi-
ſa dies inde dat' eſt partibus pred' hic uſque a die Paſche
in uindecim dies de Judicio inde de & ſup p̄miſſ' audiend' eo
qu ijdem Juſtic' hic inde nondum &c. Et tam quoad triand'
e um pred' inter partes pred' ſuperius junct' per priam̄ tri-
a quam ad inquirend' que dampna pred' Samuel & Jana
ſ nuer' occ̄one non performac̄onis pred' prime promiſſ' &
a mpcon' quoad pred' viginti & quinque libr' in narrac̄one
p ' ſuperius menc̄onat' unde partes pred' in Judic' Cur' hic
ſ oſuer' ſi contingat Judic' inde ꝑ pred' Samuel' & Jana ver-
ſi prefat' Johannem inde reddi precept' eſt Vic' qd' Venire
fa hic in Octabis Purif. be Marie duodecim &c. Per quos &c.
E qui nec &c. Quia tam &c.

Judgment fuit done pur le Plaintiff pur ceo que appiert que la tender fuit apres deux requeſts a payer le Argent, car n requeſt fuit fait per le Plaintiff *Jane*, 2 *Novembr'* 1 *Jac.* 2. uand ſole, auter per les Pls. apres marriage, *viz.* 1 *Decembris* *Jac.* 2. & le tender fuit fait 1 *May* 2 *Jac.* 2.

Dimocck v. *Wetheral.*

Winford. Trin. 3 Jac. 2. Regis. C.B. Rot. 1111.

Lincoln' ſſ. Carolus Dymock Armig' Adminiſtrator omniū bonor̄ & catallor̄ que fuer' Caroli Dymock Militis pris̄ ſui qui obijt inteſtat' &c. per Georgiū Gregory Armig' qui admiſſ' eſt per Cur' Dnī Regis hic ad ꝓſequend' pro eodem Carolo Dymock Armig' qui infra etat' exiſtit ut prox' amicus ipſius Caroli queritur de Carolo Wetheral Gen' un' Attorn̄ Cur' Dnī Regis de Banco hic p̄ſen' hic in Cur' in ꝓpr' ꝑſona ſua ꝑ eo videlt quod cum p̄d' Carolus Wetheral viceſimo primo die Marcij anno regni Dnī Regis nunc ſecundo

Action ſur le Caſe ſur Aſſumpſit per Adminiſtrator eſteant Infant per ſon prochein Amie vers un Attorny.

apud Novam Sleford indebitat' fuiſſet p̃fat' Carolo Dym Militi in vita ſua in quadragint' libris legalis monet' Angl denar' per eundem Carolum Wetheral ad uſum ipſius Car Dymock Militis in vita ſua ante tunc recept' Et ſic inde debitat' exiſten' p̃d Carolus Wetheral eiſdem die anno & lo ſupradictis in conſideracõne inde ſup ſe aſſumpſit & eidem C rolo Dymock Mil' in vita ſua adtunc & ibm fidelit' ꝑmiſit i ipſe idem Carolus Wetheral eaſdem quadraginta libras eide Carolo Dymock Mil' bene & fideliter ſolv̾e & contentare vell p̃d tamen Carolus Wetheral ꝑmiſſionem & aſſumpcom ſue p̃d mie curam ſet machinam & fraudulent' intendem p̃fat' Car lum Dymock Mil' in vita ſua & eundem Carolum Dymock m do quer' poſt mortem ipſius Caroli Dymock Mil' de p̃d quadr ginta libris callide & ſubdole decipe & defraudare p̃d quadragi ta libras dc̃o Carolo Dymock Mil' in vita ſua ſeu eidem Car lo Dymock modo quer' (cui quidem Carolo modo queren' a minſtracõ omnium bonor' & catallor' que fuer' p̃d Caroli D mock Mil' tempore mortis ſue p Gulielm Foſter Legum Doc rem Reṽendi in Chriſto Patris & Dni Dni Thome Permiſſi ne Divina Lincoln Epi Vicarium in Spiritualib; General' Official' Principal' in & p tot' Dioceſ̃ Lincoln necnon dci Dr Epi infra Archidiaconat' Lincoln & Stow Comiſſionarium littim conſtitut' ſexto die Novemb año Dni milleſimo ſexcenteſimo oct geſimo ſexto apud Novam Sleford p̃d comiſſa fuit) non ſolv ſeu aliqualit' ꝑ eiſdem contentavit licet ad hoc idem Carolu Wetheral p p̃fat' Carolum Dymock Mil' ſepius in vita ſua & ipm Carolum Dymock modo quer' poſt ejus mortem & poſt a miniſtracõnem p̃d ut p̃fertur comiſſ̃ ſcilt viceſimo primo ie Novembris año ſecundo ſupdicto apud Novam Sleford requiſ fuiſſet ſet ill' eis ſolv̾e recuſavit ac ill' eidem Carolo modo quer adhuc ſolv̾e recuſat ad dampnum ipſius Caroli Dymock modo quer' quadraginta librar' ac in retardacõnem Adminiſtracõnis bonor' & catallorum p̃d Et inde pet' remedium &c. Et ꝑfert ic in Cur' Lr̃as Adminiſtratorias p̃d Gulielmi Foſter que commiſ ſionem Adminiſtracõnis p̃d in forma p̃d teſtantur &c. Pleg/ de ꝑs ſcilt Johannes Doe & Ricardus Roe. Demurrer, & Joinder en Demurrer.

Commiſſion d'Adminiſtrat' al Pl. per le Vicar General & Official principal del Eveſque de Lincolne.

Special requeſt.

Lettres d'adminiſtr' produce.

Pledges.

JUdgment en ceſt Caſe fuit done encounter le Pl. pur ceo que touts Actions queux ſont en C. B. ſont port per Original Briefe ou Original Bill, ou per Attachment de Privilege, & le Action icy eſt per voy de *Queritur*.

Coningsby

Coningsby v. *Rodd.*

Belvin. Mich. 3 Jac. 2. Regis. Rot. 833.

Heref. ſſ. Hugo Rodd nup̱ de Civitat' Hereford Mercer attach' fuit ad reſpondend' Thome Coningsby Ar' de plito tranſgr' ſup̱ caſum &c. Et unde idem Thomas per Henr' Baldwyn Attorn' ſuũ queritur quare cum primo die Decembris anno regni Dnĩ Caroli ſecundi nup̄ Regis Anglie &c. triceſimo apud Mardeñ quoddam colloquim h̄it & mot' fuiſſet inter pred' Thomam Coningsby & p̄d Hugonem Rodd de & concerneñ decimas annuatim creſceñ & renovañ de & ex quodã prato vocat' Gundey Meadow in paroch' de Marden p̄d Et ſup̱ colloquio ill' idem Thomas adtunc & ibm affirmabat qđ ipſe fuit ſeit' de decimis pred' & fuit inde ꝓprietar' quod idem Hugo adtunc & ibm denegabat Et ſup̱inde adtunc & ibm agreat' fuit inter p̄fat' Thomam & p̄d Hugonem modo & forma ſequeñ videlt q̄d p̄d Hugo continuaret colleccoñ & recepcoñ ad uſum ſuũ ppr' decimaꝝ de & ex prato p̄d creſceñ & renovañ qdq; ſi p̄d Thomas v̄ſus p̄d Hugonem in aliqua accõne p̱ eundem Thomam v̄ſus p̄d Hugonem ꝓſequend' ꝓ aliquib; decimis creſceñ & renovañ de & ex prato p̄d dampna ſua recup̱et tunc idem Hugo annual' ſummam viginti ſolidoꝝ legalis monete Anglie ꝓ quolibt anno quo idem Hugo decimas p̄d ad uſum ſuum colligeret & reciperet eidem Thome bene & fideliter ſolv̄e vellet Et ſup̱inde pred' Hugo poſtea ſcilt pred' primo die Decembris anno triceſimo ſupradicto apud Marden pred' in conſideracõne qđ prefat' Thomas ſup̱ ſe aſſumpſiſſet & eidem Hugoni adtunc & ibm fidelit' ꝓmiſiſſet q̄d ipſe idem Thomas agreament' pred' in omnib; ex parte ſua p̱formand' bene & fideliter p̱formaret & p̱impleret ſup̱ ſe aſſumpſit & eidem Thome adtunc & ibm fidelit' ꝓmiſit q̄d ipſe idem Hugo agreamentum pred' in omnibus ex parte ſua p̱formand' bene & fideliter p̱formare & p̱implere vellet Et pred' Thomas in facto dic' q̄d ipſe idem Thomas poſtea ſcilt Termino Scĩ Michis anno regni dicti Dnĩ Regis nunc primo in Cur' dcĩ Dnĩ Regis de Communi Banco apud Weſtm̃ in Com̃ Midd' per Bře Original' ejuſdem nuper Dnĩ Regis implacitavit pred' Hugonem de placito tranſgr' ꝓ capcõne & abcarriacõne decimaꝝ pred' de & ex prato pred' creſceñ & renovañ in anno regni Dnĩ Caroli ſecundi nuper

1 Narr' ſur ſpec' agreement touchant les diſms de Gundey Meadow.

Recovery per Pl. vers le Def. en un Action de Tranſ. &c.

Regis Anglie ⁊c. triceſimo ſexto Qdq̄ ſuꝑinde talit' ꝓceſſum fuit in eadem Cur' quod poſtea ſcil't Termino Paſche anno regni Dñi Regis nunc ſecundo idem Thomas ꝑ conſ̄ ejuſdem Cur' recuꝑavit damna ſua ad duos denar' vſus pꝛefat' Hugon̄ ꝓ capcōne ⁊ abcarriacōne decimaꝝ pꝛed' de ⁊ ex pꝛato pꝛed' ut pꝛefertur creſcen̄ ⁊ renovan̄ qdq̄ pꝛedict' Hugo decimas ill' ꝓ ſpacium ſex annoꝝ pꝛox' poſt confeccon̄ agreament pꝛed' ad uſum ſuum ꝓpꝛium collegit ⁊ recepit

2 Narr' ſur Aſſumpſit en conſiderat' que le Pl. voil permitter le Def. a collecter & receiver al ſon uſe les diſms del dit Meadow, &c.

Cumq̄ etiam pꝛed' Hugo poſtea ſcilt pꝛed' pꝛimo die Decembr' anno regni dc̄i Dñi nuꝑ Regis triceſimo ſupꝛadicto apud Marden pꝛed' in conſ̄ quod idem Thomas ad ſpecial' inſtanc' ⁊ requiſicon̄ ipſius Hugonis ꝑmitteret ipm̄ Hugon̄ colligere ⁊ recipere ad uſum ſuum ꝓpꝛium decimas de ⁊ ex pꝛato pꝛed' creſcen̄ ⁊ renovan̄ ſuper ſe aſſumpſit ⁊ eidem Thome adtunc ⁊ ibm̄ fidelit' ꝓmiſit quod ipſe idem Hugo al' viginti ſolid' conſimilis monete Anglie ꝓ quolibt anno quo idem Hugo decimas ill' ad uſum ſuum ut pꝛefertur colligeret ⁊ reciperet eidem Thome bene ⁊ fideliter ſolvere vellet

Averment que le Pl. permit le Def. &c.

Et pꝛed' Thomas in facto dic' q̄d ipſe idem Thomas ꝓmiſſioni ⁊ aſſumpcōni ipſius Hugonis ſic ut pꝛefertur fact' fidem adhiben̄ permiſit pꝛed' Hugonem colligere ⁊ recipere ad uſum ſuum ꝓpꝛium decimas ill' ult' mencōnat' a pꝛed' pꝛimo die Decembr' anno triceſimo ſupꝛadicto per ſex annos integros tunc ꝓx' ſequen̄

3 Narr' ſur Aſſump' en conſiderat' d'un promiſe del Pl. a permitter le Def. a collecter & receiver al ſon uſe les diſms del dit Meadow, &c.

Cumq̄ etiam pꝛed' Hugo poſtea ſcilt pꝛimo die Auguſti anno regni Dñi Jacobi ſecundi nunc Regis Anglie ſecundo apud Marden pꝛed' in conſideracōne quod pꝛefat' Thomas ad conſimiles inſtanc' ⁊ requiſicon̄ ipſius Hugonis ꝑmiſiſſet ipm̄ Hugon̄ colligere ⁊ recipere ad uſum ſuum ꝓpꝛium al' decimas ipſius Thome de ⁊ ex pꝛato p̄d' vocat' Gundey Meadow creſcen̄ ⁊ renovan̄ per ſpacium ſex annoꝛum tunc ult' pꝛeterit' ſuꝑ ſe aſſumpſit ⁊ eidem Thome adtunc ⁊ ibm̄ fidelit' ꝓmiſit q̄d ipſe idem Hugo al' viginti ſolid' conſimilis monete ꝓ quolibt anno pꝛed' ſex annoꝝ eidem Thome bene ⁊ fideliter ſolv̄e vellet pꝛed' tamen Hugo ſeperal' ꝓmiſſion̄ ⁊ aſſumpcon̄ ſuas pꝛed' mīe curan̄ ſed machinan̄ ⁊ fraudulen̄ intenden̄ eundem Thomam in hac parte callide ⁊ ſubdole decipe ⁊ defraudare pꝛed' ſepal' denarioꝝ ſūmas ſeu aliquem inde denar' eidem Thome nondum ſolvit ſet ill' ei hucuſq; ſolv̄e om̄io recuſavit ⁊ adhuc recuſat ad dampnū ipſius Thome viginti libꝛaꝝ Et inde ꝓduc' ſectam ⁊c.

UN Exception ſolement fuit pris al le tierce Declaration en ceo Caſe per *Birch* Accouncel ove le Defendant, que fuit que le promiſe en ceſt Caſe fuit a faire un collateral act, lou ne fuit aſcun duty devant, mes le duty commence ove le promiſe, & pur ceo un ſpecial requeſt doit eſtre alledge, & pur ceo il cite *Oſbaſton* & *Garton*'s Caſe, 3 *Cro.* 91. *Stiles* 49. *Parmiter*'s Caſe. 1 *Brownl.* 13. *Gore* v. *Colthrop.* Mes al ceo fuit reſpond per le Court, que voier eſt que quant un Aſſumpſit eſt á faire un collateral choſe ſur requeſt, un ſpecial requeſt doit eſtre alledge; auterment ſi le choſe n'eſt d'eſtre fait ſur un requeſt. Iſſint eſt *Hill* & *Wade*'s Caſe. 2 *Cro.* 523. *Eſtrige* & *Owen*'s Caſe. 3 *Leon.* 200. *Winch* 102 & 103. *Jones* 56. *Love* v. *Kirby*, & *Peck* & *Mithwold*'s Caſe. *Jones* 85. *Cro. Car.* 385. *Palmer* & *Knight*'s Caſe; & auters livres. Et le reaſon que ceux livres done pur ceo eſt que le requeſt eſt parcell del agreement. *Vid.* auxi 2 *Ven.* 74 & 75. Auxi en ceſt Caſe le Argent eſt d'eſtre pay al certain temps, *viz. pro quolibet anno,* &c. que eſt tout un come ſi ad eſtre annualment, *id eſt*, al fine de cheſcun ann de les 6 anns 20 *s.*

Le Exception fuit over-rule, mes per conſent le Def. ad leave a pleder ouſter ſur payment de Coſts.

Ewers v. *Benchkin.*

Cooke. Mich. 4 Jac. 2. Regis.

London ſſ. Vincentius Benchkin nuꝑ de London Soliar' attach̄ fuit ad reſpondend̄ Joh̄i Ewers de ꝑlito transgr̃ ſuꝑ caſum &c. Et unde idem Joh̄es Ewers ꝑ Joh̄em Hargrave Attorn̄ ſuū queritur quare cum Civitas London̄ in hoc Regno Anglie eſt & a tempore cujus contrar' memoria hominum non exiſtit fuit antiqua Civitas Cumq; etiam apud London̄ p̃d videlt in paroch̄ beate Marie de Arcub; in Warda de Cheape h̄etur & exiſtit & a toto tempore ſupradict' habebatur & fuit quedam conſuetudo inter Mercatores & al' ꝑſon̄ apud Londoñ p̃d reſideñ & com̄erciū habentes uſitat' & apꝓbat' videlt quod ſi aliquis Mercator ſive al' ꝑſoñ com̄ercium habens fecerit aliqm̄ Billam Excambij ſecundum uſum Mercator' & eandem

dem Billam Excambij alicui al' Mercatori ſive pſoñ in Londoñ p̄d reſideñ & comercium habent' direxit & ꝑ eandem Billam Excambij requiſivit humoi Mercator' ſive al' perſoñ cui humoi Billa Excambij direct' foret ad ſolvend aliqm̄ denar' ſum̄ in humoi Billa Excambij mencōnat' alicui al' Mercatori ſive perſoñ in tal' Billa Excambij mencōnat' Et ſi humoi Mercator ſive al' pſoñ cui humoi Billa Excambij direct' foret tal' Billam Excambij ſecundum uſum Mercatoꝝ acceptavit tunc idem Mercator ſive al' pſoñ qui humoi Billam Excambij ſic acceptavit onerabilis fuit & a toto p̄d tempore cujus contrarij memoria hominum non exiſt' onerabil' eſſe conſuevit ſecundum uſum Mercatoꝝ p̄d ad ſolvend tal' denar' ſum̄am in tal' Billa mencōnat' humoi Mercatori ſive al' pſoñ in tal' Billa Excambij nominat' & cui ſoluco inde ꝑ eandem Billam Excambij appunctuat' fuit fiend ſecundum acceptacon' ſuam p̄d & ſecundum vim formam & effectum ejuſdem Bille Excambij Cumqȝ etiam quidam Thomas King decimo quarto die Julij anno regni Dni Jacobi ſecundi nunc Regis Anglie &c. quarto apud Sandwich in hoc Regno Anglie reſideñ & adtunc & ibm commercium hen' quandam Billam Excambij gereñ dat' eiſdem die & anno ſecundum uſum Mercatoꝝ p̄d adtunc & ibm fecit & eandem Billam Excambij p̄fat' Vincentio Benchkin adtunc apud Londoñ p̄d reſideñ & comerciū hent' direxit & ꝑ eandem Billam Excambij requiſivit p̄fat' Vincentium ſolvē p̄fat' Johi Ewers ſummam octo libraꝝ ꝓ uſu ipſius Thome quam quidem Billam Excambij p̄d Vincentius poſtea ſcilt decimo octavo die Julij anno quarto ſupradicto apud Londoñ p̄d in paroch & warda p̄d ſecundum uſum Mercatoꝝ p̄d acceptavit ratione quoꝝ quidem acceptacon' & conſuetud Mercatoꝝ p̄d p̄d Vincentius deveñ onerabil' ad ſolvend p̄fat' Johi p̄d octo libras ſecundum acceptacon' ſuam p̄d Et ſuꝑinde p̄d Vincentius poſtea ſcilt die & anno ſupradicto apud Londoñ p̄d in parochia & warda p̄d in conſideracon' p̄miſſoꝝ ſuper ſe aſſumpſit & eidem Johi adtunc & ibm fidelit' ꝓmiſit q̄d ipſe p̄fat' Vincentius p̄d octo lib̄ eidem Johi cum inde requiſit' eſſet bene & fideliter ſolvē & contentare vellet p̄d tamen Vincentius ꝓmiſſioñ & aſſumpcoñ ſuas p̄d mīe curañ ſed machinañ & fraudulent' intendeñ eundem Johem in hac parte callide & ſubdole deciꝑe & defraudare p̄d octo libr' ſeu aliqm̄ inde denar' eidem Johi non ſolvit nec ei ꝓ eiſdem hucuſqȝ aliqualit' contentavit licet ad hoc faciend p̄d Vincentius poſtea ſcilt undecimo die Auguſti anno quarto ſupradicto apud Londoñ p̄d in parochia & warda p̄d requiſit' fuit ſed ill' ei ſolvē om̄io recuſavit & adhuc recuſat ad dampnū ipſius Johis vigint' libraꝝ Et inde ꝓduc' ſectam &c. Demurrer, & Joinder en Demurrer.

UN Exception fuit priſe al Count, pur ceo que le Cuſtom eſt lay al *London*, & le Bill eſt trahe per un al *Sandwich*, iſſint que le Cuſtom ne extend al ceſt Caſe; *ſed non allocat'*, uncore le Cuſtom meſme eſt alledge d'eſtre que ſi aſcun perſon (ſans reſtraint al Inhabitants en *London*) trahe un Bill, *&c.* que le acceptor ſerra chargeable.

Auter Exception fuit, que le Cuſtom eſt que le Acceptor eſt a payer le Bill *ſecundum Acceptation' ſuam*, & le Bill ne mention aſcun temps, ne eſt alledge que le Def. ad accept le Bill a payer ceo immediatement, ou al aſcun temps certaine, & donques poit eſtre que le temps a payer ceo, ne fuit paſs devant le Action port. Et ceo fuit tenus bone Exception, ſed per conſent le Plaintiff fuit de amender ſon Count.

Stanhope v. *Butler*.

Hill. 9 W. 3. Regis.

Bill envers un Attorney.

1 Narr' ſur Aſſump. ſur un agreement concernant le purchaſe d'un Meſſ. &c. per le Pl. del Def.

MEmorandum q̄d 24 die Januarij iſto eodem Termino ven̄ hic in Cur̄ Henr̄ Stanhope p Ricm Husbands Attorn̄ ſuum & exhuit Juſtic̄ Dn̄i Regis hic quandm Billam ſuam v̄s Joſeph Butler Gen̄ un' Attorn' Dn̄i Regis de Banco hic p̄ſent̄ in Cur̄ in ꝓpria pſona ſua de plito tranſgr̄ ſuper caſum cujus quidem Bille tenor ſequitur in hec v̄ba Ebor̄ ſſ. Henr̄ Stanhope p R. H. Attorn' ſuum queritur de Joſepho Butler Gen̄ un' Attorn' Cur̄ Dn̄i Regis de Banco p̄ſent̄ in Cur̄ in ꝓpria perſona ſua p eo videlt q̄d cum undecimo die Novembr̄ anno Dn̄i 1695. apud Caſtrum Ebor̄ agreat̄ fuit inter ipſum H. & p̄d J. q̄d p̄dcus H. per debit̄ Legis Conveyanc̄ exequend̄ ante primum diem Februar̄ tunc px' ſequen̄ conveiaret tot̄ ſua titulum & inter eſſe quod tunc ſcilicet tempore confecc̄onis agreamenti ill' huit de & in quadam domo tunc ſpectan' cuidam Edwardo Stanhope in H. in Com p̄d' ac de & in Horreis Gardinis Pomar̄ & appertinen' adinde ſpectan' ac in poſſeſſione dc̄i Edwardi Stanhope & aſſign' ſuor̄ q̄dq; dc̄us Joſeph ſolveret eidem Henr̄ ſum̄am 135 l. in vel ſuper decimum diem Maij tunc px' ſequen' Ac poſtea ſcilt eodem undecimo die Novembr̄ an̄o

2 Narr' ſur Aſſumpſit in conſiderat' que le Pl. ad convey un Meſſ. &c. al Def. pur 135 l. &c.

3 Narr' ſur un *Indebit' aſſumpſit* in al' 135 l. pur le price d'un Meſſ. vend per Pl. al Def. & ſes heirs.

Dñi 1695. ſupradicto apud Caſtrũ Ebor̃ p̃d in conſ̃ q̃d p̃d H. adtunc & ibm ad inſtanc' ipſius J. ſuper ſe aſſumpſit ac eidem H. adtunc & ibm fideliter ꝓmiſit ad agreament̃ ill' performand' in omnibꝫ ex parte ſua perimplend' idem J. ſuper ſe aſſumpſit ac eidem H. adtunc & ibm fidelit̃ ꝓmiſit qd' ipſe idem J. performaret & perimpleret agreament̃ ill' in omnibꝫ ex parte ſua performand' & perimplend' Cumq; etiam poſtea ſcilt decimo ſexto die Aprilis anno Dñi 1696. apud Caſtrũ Ebor̃ p̃d' in conſ̃ q̃d p̃d' H. per quaſdam Indentur̃ inter eos adtunc & ibm execut' vocat̃ Leaſe and Releaſe conveiaſſet & vendidiſſet eidem J. tot' ſtatũ & intereſſe ſuũ de & in un' al' Meſſuagio cum pertin' ſituat̃ & exiſten' apud H. pred' ꝓ al' 135 l. ſuper ſe aſſumpſit ac eidem H. adtunc & ibm fideliter ꝓmiſit ad ſolvend' ei ſum̃am ill' in & ſuper decimum diem Maij tunc ꝓx' ſequen' Cumq; etiam poſtea ſcilt primo die Decembris anno regni Dñi Regis nunc octavo pred' J. indebitat̃ fuiſſet eidem H. in al' 135 l. ꝓ pretio cujuſdam al' Meſſuagij cum pertiñ per eundem H. eidem J. & hered' ſuis per debas legis conveiancias ꝓ ſum̃a ill' ante tunc vendit̃ & conveiat̃ Et ſic inde indebitat̃ exiſten' idem Joſephus in conſ̃ inde poſtea ſcilt eiſdem die & anno apud Caſtrum Ebor' pred' ſuper ſe aſſumpſit & eidem H. adtunc & ibm fidelit̃ ꝓmiſit ad ſolvend' ei ſum̃am ill' predcuſ̃ tamen J. ſeperal' ꝓmiſſion' & aſſumpcon' ſuas pred' in forma pred' miñ curans ſed machinañ & fraudulent̃ intenden' eundem H. in hac parte callide & ſubdole decipere & defraudare pred' ſeperal' denar̃ ſum̃as ſeu aliquem inde denar̃ eidem H. licet ad hoc faciend' per eundem H. poſtea ſcilt primo die Januarij anno octavo ſupradicto apud Caſtrum Ebor̃ pred' requiſit' fuiſſet nondum ſolvit ſed ill' ei hucuſq; ſolvere om̃io recuſavit & adhuc recuſat ad dampnũ ipſius H. 160 l. Et iñde pet̃ remediũ &c. Pleg' de proſ̃ Johannes Doe & Richardus Roe.

SUr *Non Aſſumpſit* plead, & Iſſue ſur ceo, Verdict fuit ꝑ Quer' & entire Dam̃ done. Et ſur ceo fuit move en arreſt de Judgment, que en le ſecond Narr' n'eſt alledge *quod Defend' ſuper ſe aſſumpſit*, mes ſolement *ſuper ſe aſſumpſit*, ſans le parol *Defend'*. Et pur ceo le Caſe enter *Haſlewood* & *Mansfield*, 2 *Ven.* 196. fuit cite, lou en Debt ſur Charter-party le Maſter oblige luy meſme en 150 *l.* al Merchant a performer Covenants, & ad *performation' convencon' ex parte dicti Mercator' obligaſſet ſe dicto Magiſtro* ſans diſant *quod ipſe præd' Mercator obligaſſet*, &c. Et ſur Demurrer al Narr' en Debt ſur ceſt Charter-party port per le Maſter, Judgment fuit done envers luy, encounter le Opinion de Ju-

ſtice *Ventris.* Mes *quære* de ceſt Reſolution, car le Caſe enter *Trethewy* & *Elleſden* en meſme le livre 141. & le Caſe de *Hilton* & *Smith* en ceo livre ſemblont d'eſtre fort Caſes pur le Opinion de Juſtice *Ventris;* mes ceo nient obſtant, Judgment en le principal Caſe fuit done pur le Plaintiff encounter le Opinion de Juſtice *Blencow*, & fuit dit per les trois auters Juſtices que les parols *Cumq; etiam* voilont porter le conſtruction del parol *moreover*, & donc ceſt parol *moreover* voile conjoine le ſecond promiſe al perſon droiturelment noſme en le primer promiſe, & per le Ch. Juſtice *Treby*, le nient noſmer del Def. en le ſecond promiſe fuit aid per le Stat. de 16 & 17 *Car.* 2. cap. 8. de *Jeoffails*, le Def. eſteant un foits devant droiturelment noſme, & le Pl. ad Judgment.

Remington Vid' v. *Tayler*.

Trin. 13 W. 3. Regis. Rot. 406.

Ebor' ſſ. WIllielmus Tayloꝛ nuper de Beverley in Com̄ pꝛed' Gen' attach fuit ad reſpondend' Hanne Remington vid' de plito tranſgr̄ ſuper caſum &c. Et unde eadem Hanna per Willielmum Whitehead Attoꝛn' ſuũ queritur quare cum pꝛedc̄a Hanna decimo tertio die Septembꝛis anno regni Dñi Willielmi tertij nunc Regis Anglie &c. duodecimo apud Heddon in Com̄ pꝛed' poſſeſſionat̄ fuiſſet de div̄ſis parcellis ſupellectilium Anglice Houſhold-goods adtunc apud Heddon pꝛed exiſten' ut de bonis & catallis ſuis ꝓpr' Cumq; etiam pꝛed' Hanna pꝛed decimo tertio die Septembꝛis anno duodecimo ſupꝛadicto apud Heddon pꝛed' ad ſpecial' inſtanc' & requiſicon' ipſius Will'i Tayloꝛ bargañaſſet & vendidiſſet pꝛefat̄ Will'o Tayler ſupellectilia pꝛed' ꝓ ſexagint̄ & tribꝫ libr̄ duodecim ſolid' & ſex denar' leglis monet̄ Angl' per pꝛefat̄ Will'um Tayloꝛ eidem Hanne in foꝛma ſequen' ſolvend' ſcilt duos ſolid' & ſex denar' de pꝛed' ſexagint̄ & tribꝫ libr̄ duodecim ſolid' & ſex denar' parcell' adtunc & ibm pꝛe manibꝫ ad obligand' Anglice to bind barganiam pꝛed' Et ſexagint̄ & tres libr̄ & decem ſolid' de pꝛed' ſexagint̄ & tribꝫ libr̄ duodecim ſolid' & ſex denar̄ reſid' quandocunqꝫ adinde poſt Feſtum Sc̄i Michis Archi tunc ꝓx' ſequen' pꝛefat̄ Will'us Tayloꝛ requiſit̄ eſſet pꝛed' Will'us Tayloꝛ pꝛed' decimo tertio die Septembꝛis anno duodecimo ſupꝛadicto apud Heddon

1 Narr' ſur Aſſump. a payer al Pl. pur Utenſils de Meſſ. que le Pl. ad vend al Def.

pred' in conſ̄ inde ac in conſ̄ q̄d eadem Hanna ſuper ſe aſſum-
pſiſſet & eidem Will'o Taylor adtunc & ibm fidelit' ꝓmiſiſſet ad
deliband' prefat' Will'o Taylor apud Heddon pred' ſupellectilia
pred̄ ad aliquod tempus ſuꝑ requiſic̄onem ante p̄d' Feſtū Scī
Michis Archi tunc px' ſequen̄ ſuꝑ ſe aſſumpſit & eidem Han-
ne adtunc & ibm fidelit' ꝓmiſit q̄d ipſe idem Will'us Taylor p̄d
ſexagint' & tres libr' & decem ſolid' conſiſtis legalis monete Angl'
ad aliquod tempus ſuꝑ requiſicon̄ p̄fat' Will'o Taylor poſt p̄d
Feſtū Scī Michis Archi tunc px' ſequen̄ fiend' eidem Hanne
bene & fideliter ſolv̄e & contentare vellet Et p̄d Hanna in facto
dic' q̄d p̄d Will'us Taylor p̄d ſum̄am duor̄ ſolid & ſex denar' ad
obligand' barganiam p̄d' eidem Hanne adtunc & ibm ꝑ manib;
ſolvit Odq; eadem Hanna ſempꝑ poſt confeccon̄ barganie p̄d'
uſq; p̄d' Feſtū Scī Michis Archi necnon ſuper idem Feſtum &
poſt Feſtum ill' parat' fuit ad deliband' p̄fat' Will'o Taylor ſu-
pellectilia p̄d' apud Heddon p̄d' ſecundum formam & effectum
2 Narr'. barganie p̄d' Cumq; etiam p̄d' Hanna poſtea ſcilt primo die
Octobr' anno duodecimo ſupradicto ad dcas̄ inſtanc' & requiſicon̄
p̄fat' Willi Taylor barganizaſſet & vendidiſſet p̄fat' Will'o Tay-
lor div̄ſas parcell' ſupellectilium ꝓ al' ſum̄a ſexagint' & trium libr'
duodecim ſolid' & ſex denar' conſiſtis monet' Angl' unde pred'
Will'us Taylor tempore barganie & vendicon̄ eidem Hanne ꝑ
manib; ſolviſſet ſum̄am duor̄ ſolid' & ſex denar' in parte ſolucon̄
ꝓ ſupellectilib; p̄d' & ad obligand' barganiam p̄d' ſuꝑ ſe aſſump-
ſit & eidem Hanne adtunc & ibm fidelit' ꝓmiſit q̄d' ipſe p̄d' Wil-
l'us Taylor ſum̄am ſexagint' & triū librar̄ & decem ſolid' conſiſtis
monet' Angl' de p̄d ſum̄a ſexagint' & triū libr' duodecim ſolid & ſex
3 Narr'. denar' ult' mencōnat' reſid' cum inde requiſit' eſſet bene & fidelit'
Un *Quant'* ſolv̄e & contentare vellet Cumq; etiam p̄d' Will'us Taylor po-
meruit pur ſtea ſcilt ſecundo die Octobris anno duodecimo ſupradicto apud
biens vend. Heddon p̄d' in conſ̄ q̄d eadem Hanna ad conſil'es inſtanc' & re-
quiſicon' p̄fat' Will'i Taylor barganizaſſet & vendidiſſet eidem
Will'o Taylor div̄ſ̄ parcell' al' ſupellictilium ſuꝑ ſe aſſumpſit & ei-
dem Hanne adtunc & ibm fidelit' ꝓmiſit q̄d ipſe idem Will'us
Taylor tant' denar' ſum̄as quant' ſupellectilia p̄d' ult' mencōnat'
tempore barganie & vendicon' p̄d' rōnabilit' valebant eidem Han-
ne cum inde requiſit' eſſet bene & fideliter ſolv̄e & contentare
vellet Et p̄d' Hanna in facto dic' q̄d p̄d' ſupellectilia ult' mencō-
nat' in forma p̄d' barganizat' & vendit' tempore barganie & ven-
dicon' pred' rōnabilit' valebant al' ſum̄am ſexagint' & triū libra-
rum & decem ſolid' conſiſtis legalis monete Angl' videlt apud
Heddon pred' unde pred' Will'us Taylor poſtea ſcilt eodem ſe-
cundo die Octobris anno duodecimo ſupradicto apud Heddon
4 Narr'. pred' notitiam h̄uit Cumq; etiam pred' Will'us Taylor poſtea
ſcilt

Quant' mer' pur auters biens vend.

ſcil't tertio die Octobris anno duodecimo ſupradicto apud Heddon pred' in conſ̄ q̄d eadem Hanna ad conſiles inſtanc' & requiſicoñ prefat' Willi Taylor vendidiſſet & deliberaſſet eidem Will'o Taylor diūs parcell' al' ſupellectil' ſup ſe aſſumpſit & eidm̄ Hanne adtunc & ibm̄ fidelit' ꝓmiſit q̄d ipſe idem Will'us Taylor tant' venat' ſūmas quant' ſupellectilia pred' tempore vendicon' & deliberacon' eorundem rōnabilit' valebant eidem Hanne cum inde poſtea requiſit' eſſet bene & fidelit' ſolv'e & contentare vellet Et pred' Hanna in facto dic' q̄d ſupellectilia pred' ult' mencōnat' in forma pred' vendit' & deliberat' tempore vendicon' & delibacon' eorundem rōnabilit' valebant al' ſūmam ſexagint' & trium libr' & decem ſolid' conſilis monete Angl' videlt apud Heddon pred' unde pred' Will'us Taylor poſtea ſcil't eodem tertio die Octobris anno duodecimo ſupradicto apud Heddon pred' notic' huit Cumq; etiam pred' Will'us Taylor poſtea ſcil't quarto die Octobris anno ſupradicto apud Heddon pred' indebitat' fuiſſet eidem Hanne in al' ſexagint' & trib; libr' & decem ſolid' conſilis monete Anglie ꝓ diūs parcell' al' ſupellectiliū ꝑ ipſam Hannā prefat' Will'o Taylor ac ad ejus conſiles inſtanc' & requiſicon' ante tempus ill' vendit' & deliberat' Et ſic inde indebitat' exiſten' pred' Will'us Taylor poſtea ſcil't eodem quarto die Octobris anno ſupradicto apud Heddon pred' in conſ̄ inde ſuper ſe aſſumpſit & eidem Hanne adtunc & ibm̄ fidelit' ꝓmiſit q̄d ipſe idem Willielmus Taylor pred' ſexagint' & tres libr' & decem ſolid' ult' mencōnat' eidm̄ Hanne cum inde requiſit' eſſet bene & fidelit' ſolv'e & contentare vellet pred' tamen Will'us Taylor ſeperal' &c.

5 Narr'.

Apres Judgment per default, & un Briefe de Enquiry return, ceux Exceptions fueront pris en Arreſt de Judgment.

1. QUE eſt nul lieu alledge lou le ſecond promiſe fuit fait.

Reſp. A quel fuit reſpond que le Judgment en ceſt Caſe eſteant ſur un *Nil dicit*, le want del Venue ne fuit ore material, car Enquiry fuit d'eſtre de nul choſe forſq; les Dam̄ de queux Enquiry poiet eſtre per aſcuns Jurors del County. *Cro. Eliz.* 880. Dame *Shandois* Caſe. *Et non allocatur Exceptio.*

2 *Except.* Que nul conſideration fuit alledge pur le ſecond promiſe.

Reſp. Al quel fuit reſpond que fuit un conſideration apparent en ſoy meſme, le Contract eſteant *pro bonis vendit'*. *Ideo non allocatur Exceptio.*

3 *Except.* Que n'eſt alledge que le promiſe fuit fait per aſcun perſon certaine.

Reſp. A quel fuit reſpond que fuit impoſſible d'eſtre intend que aſcun auter perſon forſque le Def. ad fait le promiſe, car ne ſont aſcun perſons mention devant forſq; le Plaintiff & Defendant, & le promiſe eſt alledge d'eſtre fait al Plaintiff; iſſint de neceſſity eſt d'eſtre intend que le Def. fiſt le promiſe. Et *non allocatur Exceptio.* Et le Caſe de *Symball* & *Cooke*, 2 *Keble* 715. fuit cite per Juſtice *Powell*, que eſt un Caſe en point.

Divers auters Exceptions fueront pris pur falſe & incongruous Latine; mes le Court ne donant mult regard al eux, le Pl. ad Judgment. *Lutwyche* pro Plaintiff, *Hooke* pro Defendant.

Morris v. *Coles.*

Un *Indebit' Aſſumpſit* pur ſeveral Sums ſur ſeveral Aſſumpſits.

DOnques vient le Defendant ꝑ Attorn ſuũ &c. & pet' licen' interloquendi hucuſq; in Craſtinũ Sc̃i Trinitat' & hēt &c. idem dies dat' eſt p̃fat J. M. hic &c. & modo hic ad hunc diem ſcilt ad p̃d Craſtinũ Sc̃i Triñ veñ tam p̃d J. D. quam p̃d E. ꝑ Attorn ſuos p̃d Et ſup hoc p̃d J. M. pet q̃d p̃d E. ad narr' ſuam p̃d reſpondeat.

Et p̃d E. ut prius defend' vim & injur' &c. & dic' acc̃o non &c. quia dic' q̃d ſepal' denar' ſum̃ in narr̃ p̃d ſpec' ac per eandem narr' pet' in toto ſe attingunt ad ſum̃am 66 l. quodq; quoad 64 l. 7 s. parcell' &c. idem E. dic' q̃d ipſe non aſſumpſit ſuper ſe modo & forma ꝓut p̃d W. ſupius v̄s eum quer' Et de hoc &c. Mes nul ſimiliter eſt enter Et quoad ſum̃ 1 l. 13 s. reſid p̃d 66 l. idem E. dic' q̃d p̃d ſepal ꝓmiſſion & aſſumpcon in narr' p̃d ſpec' ſunt unũ & idem Contract' ac unũ & idem Pact' de & concernen̄ uno eodemq; equo & non alia neq; divers̃ quodq; idem Equus poſt tempus ꝓmiſſion & aſſumpcon p̃d ſupius fieri ſuppoſit' & ante diem impetracon Bris Original' p̃d J. M. ſcilt &c. optulit ſolvere p̃fat J. eoſdem 1 l. 13 s. quos quidem 1 l. 13 s. idem J. de eodem Equo accipere ſeu acceptare om̃io recuſavit idemq; E. poſtea hucuſq; parat' fuit & adhuc parat' exiſtit ad ſolvend p̃fat J. p̃d 1 l. 13 s. Et ill' idem J. hic in Cur' ꝓfert parat' eidem J. ſolvend Et hoc &c.

LE Pl. demur generalment, & le Def. join en Demurrer; & fuit reſolve que le Plea fuit male per reaſon de Imparlans, & auxi per reaſon que le Plea fuit incertain pur quel des promiſes le Argent fuit tender. *Raymond* 449. & *Nota*, Ceſt Caſe de *Morris* & *Cole* fuit adjudge en le Terme *S. Hillarij* 11 *W.* 3. R.

Swinburne v. *Ogle.*

Winford. Trin. 11 W. 3. Regis. Rot. 394.

Northumbr' ſſ. WIllielmus Ogle nuꝑ de Shiwington in Com̄ p̃d Yeoman attach fuit ad reſpondend̄ Henrico Swinburne Mercatori de ꝑlito tranſgr' ſuꝑ caſum &c. Et unde idem Henricus ꝑ Johem Aynſley Attorn̄ ſuū queritur q̄d cum p̃d Will'us quinto die Aprilis anno regni Dn̄i Regis nunc decimo apud Hexham in conſideracōne q̄d idem Henricus ad ſpecial' inſtanc' & requiſicōn p̃d Willi vendidiſſet & delibaſſet p̃d Willo diꝟſa bona mercimonia & merchandiz' ſuꝑ ſe aſſumpſit & eidem Henrico adtunc & ibm fidelit' ꝓmiſit q̄d' ipſe p̃d Willus tant' denar' ſum̄as quant' bona mercimon̄ & merchandiz' p̃d tempore vendicōnis & delibacōnis eorundem rōnabilit' valebant eidem Henrico cum inde poſtea requiſit' fuiſſet bene & fidelit' ſolꝟe & contentare vellet Et idem Henricus in facto dicit q̄d bona mercimon̄ & merchandiz' p̃d tempore vendicōnis & delibacōnis eorundem rōnabilit' valebant decem libras legalis monete Anglie Cumq; etiam p̃d Willus ſexto die Aprilis anno decimo ſupradicto apud Hexham p̃d indebitat' fuiſſet eidm̄ Henr' in alijs decem libr' ſtlis legalis monete Angl' ꝓ diꝟſis alijs bonis mercimon̄ & merchandiz' ꝑ eundem Henricū p̃d Will'o ad ſites ſpecial' inſtanc' & requiſicōn p̃d Willi ante tempus illud vendit' & delibat' Et ſic inde indebitat' exiſten̄ p̃d Willus in conſideracōne inde ſuꝑ ſe aſſumpſit & eidem Henrico adtunc & ibm fidelit' ꝓmiſit q̄d ipſe p̃d Willus p̃dcas̄ decem libras ult' mencōnat' eidem Henrico cum inde poſtea requiſit' fuiſſet bene & fideliter ſolꝟe & contentare vellet Predcus̄ tamen Willus ſepal' ꝓmiſſion' & aſſumpcōn ſuas p̃dcas̄ in forma p̃dcā fcas̄ mīe curans ſet machinans & fraudulent' intendens eundem Henricū in hac parte callide & ſubdole decipere & defraudare p̃d ſepal'

Narr' un *Quantum meruit* pur biens vend.

2 Narr' *Indebit' Aſſumpſit* pur biens vend.

ſeꝑal' denar̄ ſum̄as ſeu aliqm̄ inde denar̄ eidem Henrico (licet ad hoc faciend̄ p̄dcus̄ Willus poſtea ſcilt ſeptimo die Aprilis anno decimo ſupradicto apud Herham p̄dcam̄ ꝑ eundem Henricum requiſit̄ fuiſſet) non ſolvit ſet ill̄ ei ſolv̄e om̄io recuſavit & adhuc recuſat unde dicit qd̄ deteriorat̄ eſt & dampnū het ad valenc' viginti libraꝝ Et inde ꝓduc' ſectam &c.

Bar per deins age.

Et p̄dcus̄ Willus ꝑ Willm̄ Carr Attorn̄ ſuū ven' & defend̄ vim & injur̄ quando &c. Et dicit qd̄ p̄dcus̄ Henricus acc̄onem ſuam p̄dcam̄ v̄ſus eum here non debet quia dicit qd̄ p̄dcis̄ temporibus quibus ꝓmiſſion̄ & aſſumpcon̄ p̄dc̄e fc̄e fuer̄ ipſe idem Willus Ogle fuit infra etatem viginti & unius annoꝝ Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm̄ ſi p̄d Hen̄ acc̄onem ſuam p̄d v̄ſus eum here debeat &c.

Replic'.

Et p̄d Henricus dic' qd̄ ipſe ꝑ aliqua ꝑ p̄d Willm̄ Ogle ſuperius placitando allegat̄ ab acc̄one ſua p̄d inde v̄ſus p̄d' Willm̄ Ogle hend̄ p̄cludi non debet quia ꝓteſtando qd̄ pl̄itum illud ac materia in eodem content̄ minus ſufficien̄ in lege exiſtunt qdq; ipſe idem Henr' ad placitum illud modo & forma p̄dcis̄ placitat̄ neceſſe non het nec ꝑ legem terre tenetur reſpondere eo qd̄ pl̄itum illud eſt om̄io incertum & negativū repugnans ꝓteſtando etiam qd̄ p̄d temporib; quib; ꝓmiſſiones & aſſumpc̄ones p̄dc̄e in p̄dcā narrac̄one ipſius Henrici ſuperius menc̄onat̄ fc̄e fuer̄ p̄dcus̄ Will'us Ogle fuit plene etatis viginti & unius annoꝝ & amplius & non infra etatem ꝓut p̄dcus̄ Willus Ogle ꝑ placitum ſuū predcm̄ ſuperius allegavit ꝓ pl̄ito tamen idem Henricus dicit qd̄ parcell' bonoꝝ mercimonioꝝ & merchandizaꝝ in narrac̄one pred̄ menc̄onat̄ fuer̄ ꝓ convenien̄ & neceſſar̄ veſtitu & apparat' corporis pred̄ Will'i Ogle & qd̄ reſid̄ bonoꝝ mercimonioꝝ & merchandizaꝝ in narrac̄one predcā ſuperius menc̄onat̄ fuer̄ neceſſar' & convenien̄ cibus potus & alimentum ꝓ victu & ſuſtentac̄one corporis predci Willi Ogle Et hoc ipſe idem Henr' parat̄ eſt v̄ificare unde petit Judicm̄ & dampna ſua occ̄one premiſſoꝝ ſibi adjudicari &c.

Rejoinder.

Et pred' Will'us Ogle dicit qd̄ pred̄ parcell' bonorū mercimonioꝝ & merchandizaꝝ non fuer' ꝓ convenien̄ & neceſſar' veſtitu & apparatu corporis ipſius Will'i & q̄d reſid̄ bonoꝝ mercimonioꝝ & merchandizaꝝ in narrac̄one predcā ſuperius menc̄onat̄ non fuer̄ neceſſar̄ & convenien̄ cibus potus & alimentum ꝓ victu & ſuſtentac̄one corporis ejuſdem Will'i ꝓut per Replicac̄onem pred' ſuperius ſuppon̄ Et de hoc pon̄ ſe ſuper patriam &c.

Demerrer.

Et pred' Hen̄ dic̄ qd̄ pred' pl'itm̄ pred' Will'i ſuperius rejungendo pl'itat̄ ac materia in eodem content̄ minus ſufficien̄ in lege exiſtunt qdq; idem Henr' ad rejunc̄onem iſtam modo & forma pred̄ placitat̄ neceſſe non habet nec per legem terre tenetur reſpondere nec in erit' cum pꝛed' Will'o ſup rejunccon̄ pꝛedcam jungere Et hoc idem Hen̄ parat̄ eſt ꝟificare unde ꝓ defcu ſufficien̄ rejuncc̄onis pꝛed' Willielmi in hac parte idem Hen̄ ut pꝛtus pet' Judicm̄ & dampna ſua occ̄one pꝛemiſſoꝝ pꝛed' ſibi adjudicari Et ꝓ cauſis moꝛac̄onis in lege ſuper placitum illud idem Hen̄ ſecundum foꝛmam Statuti in humod caſu edit̄ & ꝓviſ̄ oſtend' & Cur̄ hic demonſtrat cauſas ſequen̄ videl't q̄d rejuncc̄o pꝛedc̄a eſt argumentativa & negativa pꝛegnans incerta non apte placitat̄ nec erit' ſuperinde per ipm̄ Hen̄ jungi poteſt eo quod materie in eodem placito content' conjunjunctive ponuntur in erit' ubi diſtributive in hoc caſu debuer̄ Ac etiam placitum illud caret foꝛma &c.

Et pꝛed' Willielmus ex quo pꝛed' materia per ipſum ſuperius rejungend' allegata ſufficiens eſt in lege ad pꝛedcm̄ Hen̄ ab acc̄one ſna pꝛedc̄a ꝟſus eum habend' pꝛecludend' quam quidem materiam pꝛed' Hen̄ non dedic' nec ad eam aliqualit' reſpondet ſed in erit' cum eodem Willielmo ſuper Rejuncc̄ionem pꝛed' jungere om̄io recuſat pet' Judicm̄ & quod pꝛed' Hen̄ ab acc̄one ſua pꝛed' ꝟſus ipſum Willielmum habend' pꝛecludatur &c. Et quia Juſtic' hic ſe adviſare volunt de & ſuper pꝛemiſſis pꝛiuſquam Judicm̄ inde reddant dies dat' eſt partibus pꝛed' hic uſq; a die Scī Michis in tres ſeptimanas de audiendo inde Judicio ſuo eo quod iidem Juſtic' hic inde nondum &c.

1. UN Exception fuit pris al Rejoinder, *viz.* Que le Def. n'ad alledge que les biens (ou aſcun part de eux) ne fueront pur Neceſſaries del Def. 1 *Mod. Rep.* 146. *Cart. Rep.* 221. 1 *Saund.* 312. *Sed non allocatur*, car ſi aſcun part del biens fuit pur Neceſſaries, doiet eſtre monſtre del auter part.
2. Auter Exception fuit que les matters en le Rejoinder ſerroint miſe en Iſſue ſeveralment, que eſt un del cauſes de Demurrer. *Sed non allocatur.* Et pur ceo *vide Taylor* & *Hill*'s Caſe, *Cro. Car.* 219. 2 *Cro.* 544. *Heath* & *Dauntlaye*'s Caſe, 1 *Sid.* 332, 333. *Noy* 132. *Denton*'s Caſe. *Dier* 326.
3. Donques un Exception fuit pris al Replication, pur ceo que le Pl. n'ad diſtinguiſh al quel del promiſes en le Narr' il apply les biens queux fueront pur Neceſſaries Apparel, ne al quel les biens queux fueront pur neceſſary Aliment. Et ceo fuit allow d'eſtre bone Exception. Et pur ceo *vide* 1 *Sid.* 338. *Righly* & *Buckley*'s Caſe. *Popham* 208. *Sparrow* & *Sherwood*'s Caſe. *Thwaite* & *Spencer*'s Caſe, 5 *W.* & *M. B. R.* en Aſſumpſit ſur un *Indebit'* & auter ſur un *Quantum meruit*, quant al touts le Damages forſq; 4 *l.*

le Def. plead *Non Aſſumpſit*, & quant al 4 *l* que il tender ceo al Pl. *&c.* Et ſur Demurrer adjudge vers luy, quia n'ad diſtinguiſh al quel promiſe il ad plede le Tender, & meſme le matter en effect fuit en un Caſe en *C. B.* al meſme purpoſe entre *Hirſt* & *White*, *Trin.* 5 *W.* & *M.* Et le Def. en ceſt Caſe ad Judgment per le Opinion de tout le Court. *Lutwyche* Accouncel ove le Def.

Gery v. *Coke.*

Winford. Trin. 4 W. & M. Regis & Regine.

Action ſur le Caſe vers Executor.

Narr' ſur *Indebitat' Aſſumpſit* pur 50 l. receive per le Teſtat' al uſe de Pl.

London' ſſ. Edwardus Coke nup̱ de Langford in Com̄ Derb̄ Bar̄ Executor Teſtamenti Katerine Coke vidue attach̄ fuit ad reſpondend' Elizabethe Gery Spinſter de placito tranſgr' ſup̱ caſum &c. Et unde eadem Elizabetha p̱ Johem Metcalfe Attorn̄ ſuū queritur q̄d cum p̄dca Katerina in vita ſua ſcilt viceſimo quarto die Junij anno Dnī millimo ſexcenteſimo ſeptuageſimo quarto apud London in parochia b̄e Marie de Arcub3 in warda de Cheap indebitat̄ fuiſſet p̱fat̄ Elizabethe in quinquaginta libris legalis monete Anglie p̱ denarijs p̱ p̄dcam Katerinam in vita ſua ad uſum ipſius Elizabethe ante tempus illud hit̄ & recept̄ Et ſic inde indebitat̄ exiſten̄ p̄dca Katerina in vita ſua poſtea ſcilt eodem viceſimo quarto die Junij anno Dnī millimo ſexcenteſimo ſeptuageſimo quarto ſupradicto apud London p̄d in parochia & warda p̄d' in conſideracōne inde ſuper ſe aſſumpſit & eidem Elizabethe adtunc & ibm fidelit̄ p̱miſit q̄d ipſa p̄d' Katerina eaſdem quinquaginta libras eidem Elizabethe cum inde poſtea requiſit̄ fuiſſet bene & fideliter ſolve & contentare vellet Predca tamen Katerina in vita ſua ac p̄dcus Edwardus poſt mortem ipſius Katerine p̄d' p̱miſſion̄ & aſſumpcōn̄ ejuſdm̄ Katrine p̱ ipm̄ in vita ſua in forma p̄d fcas̄ mīe curan̄ ſed machinan̄ & fraudulent̄ intenden̄ eandem Elizabetham de p̄dcis quinquaginta libris callide & ſubdole decipe & defraudare eaſdem quinquaginta libras aut aliquem denariū inde eidem Elizabethe non ſolvunt nec ipſam p̱ eiſdem aliqualit̄ contentavunt nec eor̄ alter ſolvit ſeu p̱ eiſdem aliqualit̄ contentavit licet ad hoc faciend' p̄dca Katerina in vita ſua poſtea ſcilt viceſimo die Septembris anno Dnī millimo ſexcenteſimo octogeſimo ſeptimo ac p̄dcus Edwardus poſt mortem ipſius Katerine ſcilt primo die Aprilis anno Dnī millimo ſimo ſexcenteſimo octogeſimo octavo & ſepius poſtea apud London p̄dcam in parochia & warda p̄d' ꝑ eandem Elizabetham requiſit̄ fuiſſent ſed illas ei hucuſqꝫ ſolv̄e ſeu ipſam ꝓ eiſdem aliqualit' contentare om̄io recuſavunt ad p̄dcus Edwardus illas ei ſolv̄e ſeu ipſam ꝓ eiſdem aliqualit̄ contentare adhuc recuſat Ad dampnu ipſius Elizabethe centum librar Et inde producit ſectam &c.

Barr.
Non Aſſumpſit infra 6 annos.

Et p̄dcus Edwardus ꝑ Willielmum Farmere Attorn̄ ſuu venit & defend' vim & injur̄ quando &c. Et dic' q̄d p̄dca Elizabetha actionem ſuam p̄dcam v̄ſus eum here non debet Quia dic' q̄d p̄d' Katerina in vita ſua ad aliquod tempus infra ſex annos ante diem impetraconis B̄ris Originalis p̄d' Elizabethe non aſſumpſit ſuper ſe modo & forma ꝓut p̄dca Elizabetha ſuperius v̄ſus ipm Edwardum queritur Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm ſi p̄dca Elizabetha actionem ſuam p̄dcam v̄ſus eu here debeat &c.

Replicat'.
Que le Pl. fuit deins age &c. Et que le Pl. deins 6 anns apres ſa pleine age proſecute un Original.

Et p̄dca Elizabetha dic' q̄d ipſa ꝑ aliqua p̄allegata ab actione ſua p̄dca hend' p̄cludi non debet quia dic' q̄d ipſa eadem Elizabetha tempore confecconis ꝓmiſſionis & aſſumpconis p̄dcarum fuit infra etatem viginti & unius annorum & infra etatem illam fuit extitit & continuavit uſqꝫ primum diem Januarij anno regni Dni Regis & Dne Regine nunc primo videlt apud London pred' in parochia & warda p̄d' qdqꝫ ipſa eadem Elizabetha infra ſex annos ꝓx' poſtquam ipſa ad eandem etatem ſuam viginti & unius annorum attingebat ſcilt ſexto die Maij anno regni dcorum Dni Regis & Dne Regine nunc quarto Bre ſuu Originale v̄ſus p̄fat̄ Edwardu de p̄dco placito Cur̄ Cancellar' dcoru Dni Regis & Dne Regine (eadem Cur̄ Cancellar̄ apud Weſtm in Com Midd' tunc exiſten') impetravit Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm & dampna ſua occone p̄miſſa ſibi adjudicari &c.

Rejoinder.
Que le Stat. de Limit. ne done aſcun liberty a porter Action deins 6 anns apres pleine age.

Et pred' Ed'rus ut prius dic' q̄d pred' Katerina in vita ſua ad aliquod tempus infra ſex annos ante diem impetraconis B̄ris Originalis pred' Elizabethe non aſſumpſit ſuper ſe modo & forma ꝓut pred' Elizabetha ſuperius v̄ſus ipm Ed'rm queritur Et idem Ed'rus ulterius dic' q̄d per Statutu Limitaconis in hujuſmoi caſu edit̄ & ꝓvis̄ non eſt aliqua proviſo clauſula vel ſalvo in eodem Statut̄ menconat̄ dare libtatem pro aliqua perſona vel aliquibꝫ perſonis exiſten' infra etatem viginti & unius annoru ad impetrand' Bre ſuu Originale ſuper aliquo placito tranſgr' ſuper caſum ſuper aſſumpconem vel aſſumpcones infra ſex annos prox' poſtquam talis infans ad eandem etatem ſuam viginti & unius annoru attingebat prout pred' Elizabetha per placitu ſuu pred' ſuperius replicando placitat̄ inferre voluit Et hoc parat̄ eſt ꝟificare unde ut prius pet̄ Judicm̄ ſi p̄dca Elizabetha acc̄onem ſuam p̄dcam̄ ꝟſus ipſum Edwardum habere debeat &c.

Demurrer.

Et p̄dca Elizabetha dic̄ q̄d p̄dcm̄ pl'itum p̄dci Edwardi per ipm̄ Edwardum ſup̱ius rejungend̄ plitat̄ ac materia in eodem placito content̄ minus ſufficien̄ in lege exiſtunt ad ipſam Elizabetham ab acc̄one ſua p̄dca ꝟſus p̄d Edwardum habend̄ precludend̄ qdq; ipſa eadem Elizabetha ad placitum illud modo & forma p̄d placitat̄ neceſſe non habet nec p̱ legem terre tenetur reſpondere Et ꝓ cauſis morac̄onis in lege in hac parte eadem Elizabetha ſecundum formam Statuti in humoi caſu nuper edit̄ & ꝓvis̄ oſtendit & monſtrat Cur̄ hic res & materias ſequen̄ videlt ꝓ eo quod idem placitum continet in ſe vanam repetic̄onem materie p̱ ipm̄ Edwardu prius ut p̄fertur in barram placitat̄ ac ꝓ eo quod rōne p̱ ipſam Elizabetham ſuperius replicand̄ in hac parte allegata ipſa eadem Elizabetha p̱ aliqua in pred̄ Statuto de Limitation' per prefat̄ Edwardum ſuperius menc̄onat̄ content̄ juxta veram intenc̄onem ac rectam & uſual̄ intep̱retac̄onem ejuſdem Statuti ab acc̄one ſua pred̄ ꝟſus prefat̄ Edwardum habend̄ precludi non debet necnon ꝓ eo quod idem placitum ipſius Edwardi aliter defectivum eſt & incertum & caret forma Et hoc eadem Elizabetha parat̄ eſt ꝟificare unde pro defectu ſufficien̄ placiti pred' Edwardi in hac parte ut prius pet̄ Judicm̄ & dampna ſua occ̄one premiſſa ſibi adjudicari &c.

Joinder en Demurrer.

Et pred̄ Edwardus ex quo ipſe ſufficien̄ materiam in lege ad pred' Elizabetham ab acc̄one ſua pred̄ ꝟſus eum habend̄ precludend̄ ſuperius rejungendo allegavit quam ipſe parat̄ eſt ꝟificare quam quidem materiam eadem Elizabetha non dedic̄ nec ad eadem aliqualit̄ reſpondit ſed verificac̄onem illam admittere om̄io recuſat petit Judicm̄ Et q̄d pred' Elizabetha ab acc̄one ſua pred̄ h̄end̄ precludatur &c.

CEo Caſe quant al matter de Ley eſt meſme en effect ove *Chandler* & *Vilet*'s Caſe, 2 *Sand.* 120. Mes eſt aſcun variance en les Pleadings. En ceſt Caſe le Pl. ad Judgment, *Lutwyche* Accouncel ove luy.

John Thorpe v. *Richard Thorpe.*

Hill. 8 Gul. 3. Regis. Rot. 1667.

Ebor' ſſ. RIc̄us Thorpe nuper de Hopton in Com̄ pred' Gen̄ attach fuit ad reſpondend̄ Joh̄i Thorpe de plito tranſgr' ſup caſu &c. Et unde idm̄ Joh̄es per Henr' Hemingway Attorn̄ ſuu queritur q̄d cum pred̄ Ric̄us decimo nono die Januarij anno Dn̄i mill'imo ſexcenteſimo nonageſimo tertio huit & tenuit de & a prefat' Johe duas clauſur' terre cuſtumar' vocat' Boolefalls cum ptin̄ in Hipperholme in Com̄ pred̄ p modum Mortgagij Cumq; etiam poſtea ſcil't eisdem die & anno apud Caſtrum Ebor quoddam Colloquium hit' & mot' fuiſſet inter pred̄ Ric̄um & ipm̄ Joh̄em de & concernen̄ Mortgagium pred' ac relaxacon̄ equitat' redempcon̄ ipſius Joh̄is de & in ten̄tis pred' cum pertin̄ necnon de & concernen' quasdam denar' ſum̄as que prefat' Ric̄o per eundem Joh̄ē adtunc debit' & ſolubil' fuer' Et ſuper Colloquio illo idem Joh̄es adtunc & ibm agreavit facere ad uſum prefat' Ric̄i & pro ejus beneficio ſolo bon' & ſufficien' relaxacon' equitat' redempcon' ipſius Joh̄is de & in ten̄tis pred' cum pertin̄ in conſ̄ cujus p̄d' Ric̄us adtunc & ibm agreavit dare & ſolv̄e eidem Joh̄i ſeptem libr' ult' & preter denar' qui pred' Ric̄o de & ſuper Mortgag' pred' adtunc fuer' debit' ac delibare eidem Joh̄i unu Saccum Braſij necnon acquietare ipm̄ de & ab omnib; denar' quos idem Joh̄es prefat' Ric̄o adtunc ut prefertur debuit Idemq; Ric̄us poſtea ſcil't eisdem die & anno apud Caſtru Ebor' pred' in conſ̄ agreamenti pred' necnon in conſ̄ q̄d prefat' Joh̄es adtunc & ibm ſuper ſe aſſumpſiſſet & pred' Ric̄o fidelit' promiſiſſet ad performand' om̄ia in agreamento pred' content' ex parte ipſius Joh̄is performand' ſuper ſe aſſumpſit & eidem Joh̄i adtunc & ibm fidelit' promiſit q̄d ipſe pred' Ric̄us agreament' pred' in om̄ib; ex parte ſua performand' bene & fideliter perimplere vellet Et idem Joh̄es in facto dic' q̄d ipſe poſt confecc̄on' agreamenti p̄d' & ante diem impetrac' Bris Original' ipſius Joh̄is ſcil't viceſimo nono die Julij anno Dn̄i mill'imo ſexcenteſimo nonageſimo quarto pformavit om̄ia in agreamento illo content' ex parte ipſius Joh̄is performand' videl't apud Caſtrum Ebor' pred' Et licet pred' Ric̄us in proſecuc̄one Anglice purſuance agreamenti pred' dedit & ſolvit eidem Joh̄i 25 s. parcell' pred' 7 l. pred' tamen Ric̄us promiſſion' & aſſumpcon' ſuas pred' in forma pred' fcas̄ quoad 5 l. 15 s. reſid' pred' 7 l. mie

1. Narr' ſur mutual promiſes ſur un agreement, per que le Pl. agree a releaſer al Def. ſon Equity de redemption en deux Cloſes, en conſideration de que le Def. aſſume a payer al Pl. 7 l. &c.

General Averment de performance de tout de part de Pl.

curan' ſed machinan' & fraudulent intenden' eundem Johem in hac parte callide & ſubdole decipere & defraudare non dedit ſeu ſolvit eidem Johi pred' 5 l. 15 s. ſeu aliquem denar inde nec delibavit eidem Johi pred' Saccum Braſij nec acquietavit ipſum Johem de denar pd' prefat' Rico ut pfertur debit' juxta formam & effectum agreament pred' (licet ad hoc faciend' pred' Ricus poſtea ſcil't decimo die Auguſti anno Dni ult ſupradict & ſepius poſtea apud Caſtrum Ebor pred' per eundem Johē requiſit fuiſſet) ſed ita facere hucuſq; omīo recuſavit & adhuc recuſat Cumq; etiam pred' Ric poſtea ſcilicet viceſimo nono die Septembr' año Dni ult' ſupradicto apud Caſtrum Ebor pred' indebitat fuiſſet eidem Johi in 5 l. 15 s. legalis monet Anglie pro relaxacōne equitat redempcon' ipſius Johis de & in quibuſdam terris cuſtumar cum pertin in H. in Com pred' per ipm Johem prefat' Rico & ad ejus uſum & benefic' ad ſpecial' inſtanc & requiſicon' ipſius Rici prius conceſs' & perac Et ſic inde indebitat exiſten pred' Ric poſtea ſcilicet die & anno ult ſupradicto apud Caſtrum Ebor pred' in conſ inde ſuper ſe aſſumpſit & eidem Johi adtunc & ibm fidelit promiſit quod ipſe pred' Ricus pred' 5 l. 15 s. ult mencōnat eidem Johi cum inde poſtea requiſit fuiſſet bene & fideliter ſolvē & contentare vellet Predcus tamen Ricus pmiſſion' & aſſumpcon' ſuas pred ult mencōnat mīd curan' ſed machinan' & fraudulent intenden' eundem Johem in hac parte callide & ſubdole decipe & defraudare pd 5 l. 15 s. ult mencōnat ſeu aliquem denar' inde eidem Johi nondum ſolvit ſeu aliqualit contentavit (licet ad hoc faciend pd Ricus poſtea ſcil't undecimo die Novembr' anno Dni ult ſupradicto & ſepius poſtea apud Caſtrum Ebor pd p eundem J. requiſit fuiſſet) ſed ill ei hucuſq; ſolvē omīo recuſavit & adhuc recuſat ad dampnum ipſius J. viginti librar Et inde pduc ſectam &c.

2 Narr'. ſur un *Indebit' Aſſumpſit* pur 5 l. & 15 s. pur un Releaſe de ſon Equity de Redemption.

Barr per meſme le Releaſe per que le Pl. ad releaſe ſon Equity de Redemption, &c.

Et pd Ricus p Joſephum Green Attorn' ſuum ven' & defend vim & injur' quando &c. Et quoad primam pmiſſion' pd idem R. dic' qd Johes Thorpe accōnem ſuam pd inde verſus eum habere non debet quia dic' qd poſt confeccōn' pmiſſion' ill' ſcilt viceſimo nono die Julij anno Dni 1694. apud Caſtrum Ebor pd p quandam Indentur' adtunc & ibidem factam inter pfat R. T. & quendam Thomam Heald p nōīa Rici Thorpe de Hopton' in Com Ebor Gen & Thome Heald de Hipperholme in dco Com Ebor Gen' ex una parte & pfat' Johem p nomen Johis Thorpe nup de Sinderhills in Villag' de Hipperholme pd Gen' ex altera parte cujus alteram partem ſigillo ipſius Johis ſignat' idem R. hic in Cur pfert geren dat die & anno ult ſupradicto dcus Johes remiſit relaxavit & imppetuum quiete clamavit dcis R. T. & T. H. Executoribz Adminiſtratoribz & Aſſign' ſuis omnia &

omnimod̄ acc̄ones ſectas cauſas & compot̄ deƀa Anglice Debts deƀa Anglice Duties computac̄ones Anglice Reckonings ſum̄am & ſum̄as monet̄ ac demand̄ quecunq; que ipſe dc̄us Johes Thorpe unquam huit vel que ipſe Heredes Executores Adminiſtratores & Aſſign' ſui vel eoꝝ aliquis tempore tunc ventur̄ herent ſeu here poſſent ad ꝓ vel contra dictos R. T. & T. H. Executores Adminiſtratores ſive Aſſign' ſuos ꝓ vel rac̄one alicujus materie cauſe vel rei cujuſcunq; ꝓut ꝑ Indentur̄ p̄d plenius liquet & apparet Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm̄ ſi p̄d Johes Thorpe acc̄onem ſuam p̄d inde v̄ſus eum here debeat &c. Et quoad ſecundam ꝓmiſſion' p̄d in Narr̄ p̄d ſuꝑius mencōnat̄ Idem R. dic̄ qd̄ p̄d J. T. acc̄onem ſuam p̄d unde v̄ſus eum habere non debet quia dic̄ qd̄ aſſumpc̄o ill' fc̄m fuit ante p̄d viceſimū nonū diem Julij anno Dnī mill'imo ſexcenteſimo nonageſimo quarto ſupradicto ſcil't primo die Julij eodem anno videl't apud Caſtrum Eboꝝ p̄d Idemq; R. ulterius dic̄ qd̄ p̄d viceſimo nono die Julij anno Dnī millimo ſexcenteſimo nonageſimo quarto ſupradicto apud Caſtrū Eboꝝ p̄d ꝑ p̄d Indentur̄ adtunc & ibm fcām inter p̄fat̄ R. T. & p̄d T. H. per nomina Ricardi Thorpe de Hopton in Com̄ Ebor̄ Gen' & Thome Heald de Hipperholme in dicto Com̄ Ebor̄ Gen' ex una parte & p̄fat̄ Johem ꝑ nomen Johis Thorpe nuꝑ de Sinderhills in Villag' de Hipperholme p̄d Gen' ex altera parte (cujus altera pars ſigillo ipſius Johis ſignat̄ hic in Cur̄ ꝓlat̄ ut p̄fertur exiſtit geren' dat̄ die & anno ult̄ ſupradicto dc̄us Johes remiſit relaxavit & imꝑpetuū quiete clamavit dc̄is R. T. & T. H. Heredib; Executorib; Adminiſtratorib; & Aſſign' ſuis om̄ia & om̄imod̄ acc̄on' ſectas cauſas & compot̄ deƀa Anglice Debts deƀa Anglice Duties computac̄ones vocat̄ Reckonings ſum̄am & ſum̄as monet̄ ac demand̄ quecunq; que ipſe dictus J. T. unquam huit vel que ipſe Hered̄ Executores Adminiſtratores & Aſſign' ſui vel eorum aliquis tempore tunc ventur̄ herent ſeu here poſſent ad ꝓ vel cont̄ dc̄os R. T. & T. H. Executores Adminiſtratores ſive Aſſign' ſuos ꝓ vel rac̄one alicujus materie cauſe vel rei cujuſcunq; ꝓut ꝑ Indentnr̄ p̄d plenius apparet Abſq; hoc quod poſt confeccon' Indentur' p̄d ipſe idem R. aſſumpſit ſuꝑ ſe ꝓut ꝑ eandem ꝓmiſſion' p̄d ſuꝑius ſupponitur. Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm̄ ſi p̄d J. T. acc̄onem ſuam p̄d inde v̄ſus eum here debeat &c.

Et

Replic' Oyer de Releaſe.

Et pred' Johes pet auditu Indenture pred' Et ei legitur in hec Vba ſſ. This Indenture made the 29th day of *July* in the ſixth year of the Reign of our Sovereign Lord and Lady *William* and *Mary* by the Grace of God of *England*, *Scotland*, *France* and *Ireland* King and Queen, Defenders of the Faith, &c. *Annoq; Dom.* 1694. between *Richard Thorpe* of *Hopton* in the County of *York* Gent. and *Thomas Heald* of *Hipperholme* in the ſaid County of *York* Gent. of the one part, and *John Thorpe* late of *Sinderhill* in the Townſhip of *Hipperholme* aforeſaid Gent. of the other part. **Whereas** the ſaid *J. T.* hath formerly by certain Deeds, Writings and Surrenders conveyed and ſurrendred by way of Mortgage, and given up with a Straw into the hands of the Lord of the Manor of *Wakefield*, according to the Cuſtom thereof, two Cloſes of Land, Meadow and Paſture, with the Appurtenances, lying and being within the Graveſhip of *Hipperholme* within the ſaid Manor of *Wakefield*, called and known by the name of *Boolfalls*, now in the tenure or occupation of *J. R.* and *S. A.* or their Aſſigns, being of the yearly Rent to the Lord of the ſaid Manor 8 *d.* and compounded for the uſe and behoof of *Richard Thorpe*, and of his Heirs and Aſſigns for ever; And whereas likewiſe the ſaid *J. T.* hath alſo formerly by certain Deeds, Writings and Surrenders conveyed and ſurrendred by way of Mortgage all that his Capital Meſſuage or Tenement called or known by the name of *Sinderhills*, with the Appurtenances, ſcituate and being in *Hipperholme* aforeſaid, and all Houſes, Edifices, Barns, Buildings, Stables, Orchards, Gardens, Liberties and Eaſements whatſoever, to the ſame belonging or of Right appertaining, and one Croft lying on the backſide of the ſaid Meſſuage, and all thoſe three Cloſes of Land being in *Hipperholme* aforeſaid, called or commonly known by the names of *the Field before the door*, *the farther Ing*, and *Chapel Ing*, and all thoſe five Cloſes of Land, Meadow and Paſture, with the Appurtenances, lying and being in *N.* in the ſaid County of *York*, called or commonly known by the ſeveral names of the *Overcloſe*, &c. now in the tenure or occupation of *S. A.* aforeſaid, or his Aſſigns, to the uſe of *Thomas Heald* and his Heirs and Aſſigns for ever: **Now this Indenture witneſſeth,** That the ſaid *John Thorpe* hath releaſed to the aforeſaid *Richard Thorpe* and *Thomas Heald*, and their Heirs, all Proviſoes and Conditions in the ſaid Deeds, Writings and Surrenders mentioned and contained, as in and by the ſaid Deeds, Writings and Surrenders, relation being thereunto had, more fully and at large it doth appear. And alſo doth now by theſe Preſents for ever acquit and releaſe all his Eſtate and Right both in Law and Equity of Redemption, Title, Claim and Demand whatſoever to the ſaid Lands, Meſſuage, and all and ſingular the premiſſes, and every of them. And that he the ſaid

John Thorpe doth by theſe preſents remiſe, releaſe, and for ever quit claim unto *Richard Thorpe* and *Thomas Heald* aforeſaid, their Heirs, Executors, Adminiſtrators and Aſſigns, all and all manner of Actions, Suits, Cauſes and Accounts, Debts, Duties, Reckonings, Sum and Sums of Money, and Demands whatſoever, which he the ſaid *John Thorpe* ever had, or which his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them in time to come, can or may have to, for or againſt the ſaid *R. S.* and *T. H.* their Executors, Adminiſtrators or Aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever. **In witneſs,** &c. Demurrer, & Joinder en Demurrer.

LE Objection que fuit fait en ceſt Caſe fuit, que per le Releaſe ceſt Action fuit releaſe. Mes al ceo fuit reſpond per le Councell del Pl. que le Releaſe fuit un conſideration precedent del ꝓmiſe, & le ground & foundation del Action, & tanq; ceo fuit fait le Pl. ad nul cauſe de Action veſt en luy; & pur ceo auxi ne puit eſtre le intent de parties que le Releaſe ſerroit un Diſcharge de Duty que fuit d'eſtre create per ceo; Et pur ceo le Caſe de *Potter* & *Philips*, *Palmer* 218. 2 *Cro.* 627. fuit cite, lou le Def. en conſiderat' que le Pl. voile allower al Def. 7*l.* Rent due a luy ſur Demiſe, & voile faire a luy un Letter d'Attorney de ſuer un Obligation fait al Pl. & que il voile releaſer al Def. touts Actions & Demands, le Def. ꝓmiſe al Pl. que s'il ne receive le dit Debt, que il voile payer ceo al Pl. & donques il averre particularment performance de ſon part, &c. Apres Verdict pur Pl. ſur *Non aſſumpſit* plede, fuit move en Arreſt de Judgment que per le releaſe le ꝓmiſe fuit diſcharge; mes fuit reſolve al contra, *quia per Cur'* le Releaſe meſme eſt part de conſideration que induce le ꝓmiſe, & le intent de parties ne poet eſtre d'extinguiſher lour mutual Contract. Auxi le ꝓmiſe eſt a faire un future act, que ne port eſtre releaſe per releaſe de touts Actions ou Demands; mes per *Houghton* releaſe de touts ꝓmiſes poiet eſtre un releaſe maintenant; *Hoe*'s Caſe, *Co.* 5. & auters Caſes fueront cite al meſme le purpoſe. *Vid. Rolls* 2 *Abr.* 407. *nu.* 22. *Smith* & *Stafford*'s Caſe. *Hob.* 216. 2 *Cro.* 57. *Clarke* v. *Thompſon.* Et de ceſt Opinion fuit tout le Court, & le Pl. ad Judgment. *Lutwyche* Accouncel ove le Pl.

Mes un Briefe d'Error fuit port en *B.R.* le quel *intrat' Paſch.* 12 *W.* 3. Rot. 253. en que le Chief Juſtice *Holt*, apres divers Arguments, deliver le Reſolution del Court a ceſt effect.

Nous touts ſumus d'Opinion que le Judgment done en le Com̃on Pleas doit eſtre affirm; car nous tenomous que le ꝓmiſe del Def. n'eſt releaſe. Il fuit urge al barr que ſi le Pl. puiſſoit aver un

Action ſur le promiſe del Def. devant le feaſans del Releaſe que donq; le Releaſe ſerra barr al Pl. Et jeo agree le conſequence ſi ceo ſeroit iſſint; mes en ceſt Caſe le Pl. ne puiſſoit aver Action devant le Releaſe fait. Car le Releaſe del Equity de Redemption eſt ceo que intitle le Pl. al ſon Action pur le 7 *l.* Un Releaſe de touts demands ne releaſera un Covenant nemy infringe; & iſſint en 2 *Cro.* 170. *Hancock* & *Field*'s Caſe, & 5 *Co.* 70. *Hoe* s Caſe.

Il fuit urge a prover que le Pl. puit aver Action devant le feaſans del Releaſe, que la ſont mutual promiſes, & en ceſt Caſe la ne beſoigne d'alledger performans del part del Pl. Ceo eſt generalment vray, mes donq; il depend ſur les parols del Agreement, le quel ſerra iſſint ou nemy; & certainment un puit faire l'agreement iſſint que un ne ſerra oblige a departer ove ſon Argent tanq; il ad un conſideration pur ceo.

En ceſt Caſe l'agreement eſt que le Pl. releaſera l'Equity de Redemption, en conſideration de quel le Def. eſt a payer 7 *l.* iſſint que le feaſans del Releaſe eſt un condition precedent al payment del Argent.

Le livres differont en ceſt point, & pur ceo il eſt neceſſary que il ſerroit ſettle.

Jeo agree le Caſe de ***Nichols*** & ***Rainbred***, ***Hob.*** 88. d'eſtre bon Ley. La en conſideration que ***Nichols*** ꝑmiſe a deliver al Def. un Vache, le Def. ꝑmiſe a deliver a luy 50 ***s.*** il fuit adjudge que le Pl. ne beſoigne averrer le delivery del Vache, quia la fuit ꝑmiſe pur ꝑmiſe.

15 *H.* 7. 10. *b.* eſt pleine en point ſur le difference que jeo ay priſe ſur les parols del Agreement: Un Covenant a ſerver moy pur un anne, & jeo covenant a doner luy 20 *l.* il poet ſuer pur le 20 *l.* coment que il ne ſerve moy; mes auterment ſeroit ſi l'Agreement ſoit que il averoit 20 *l.* pur ſerver moy un anne, *Vid. ibid.* un auter Caſe ſur meſme le difference.

La eſt nul reaſon que un ſerra compel a payer Argent pur performance d'un act, devant que l'act ſoit fait; mes icy les differences enſuant ſont d'eſtre note.

1. Si per l'Agreement un jour certaine ſerra appoint pur payment del Argent, & ceſt jour eſt a happer devant que l'act poiet eſtre perform pur que l'Argent eſt d'eſtre pay, la coment que les parols ſont que un payera tant pur le performance de tiel act per l'auter, uncore le party poet aver Action pur l'Argent apres le jour appoint pur payment de ceo & devant que l'act ſoit fait. Sur ceſt reaſon eſt le Judgment en le caſe de Sir *Ralph Pool* & Sir *Richard Tolcheſter*, 48 *E.* 3. 2, 3. cite en *Ughtred*'s Caſe, 7 *Co.* 10. *b.* lou il eſt briefement miſe. Un Covenant a ſerver l'auter

en les Guerres de *France* ove trois Eſquires, & l'auter Covenant pur ceo, a payer 42 Marks, Action giſt devant le Service perform; mes en le Caſe a large come il eſt miſe en le dit livre de 48 *E.* 3. l'Agreement fuit que la moietie del Argent ſeroit pay en *Angleterre* devant le Service en *France*, & pur ceo il garrant le difference que jeo ay priſe. Iſſint en *Large* & *Cheſhire's* Caſe, 1 *Vent.* 147. Un promiſe en conſideration que l'auter voile permitter luy d'enjoyer tiel terre pur ſept anns, que il voile payer luy 20 *l. pro quolibet anno*, un Action giſt apres cheſcun ann Sur meſme la reaſon eſt le Caſe de *Pordage* & *Cole*, 1 *Sand.* 319. lou fuit agree que *Cole* donera a *Pordage* 500 *l* pur tout ſa terre, l'Argent d'eſtre pay un Semain apres *Midſummer*, & adjudge que un Action giſt pur l'Argent devant que le terre eſt convey.

Un auter difference d'eſtre obſerve eſt, Que ſi un certain jour ſeroit appoint per l'Agreement, uncore ſi ceſt jour happe apres que le ſideration eſt d'eſtre perform, la doit eſtre averment que le Service eſt performe, *Dy.* 76. Si Contract ſoit fait enter deux que pur eſperver de l'un d'eſtre deliver al tiel jour l'auter avera ſon Cheval al Noel, ſi l'eſperver ne ſoit deliver al jour, l'auter n'avera Action pur le Chival.

Le Caſe de *Ruſſel* & *Ward*, 1 *Jones* 218. eſt intricatement report, mes ſi ſoit bien conſider, il voile prover ceſt difference. Et iſſint voile *Dy.* 76. *Pl.* 30.

Jeo confeſs que ceo que le Seignieur *Coke* dit en *Ughtred's* Caſe ad occaſion divers Opinions en les livres, queux ſemble d'eſtre contrary; & a queux jeo donera reſpons.

En 1 *Roll. Abr.* 414, 415. ſont ſeveral Caſes miſe enſemble al meſme purpoſe: Le primer eſt le Caſe de ***Gurnell*** & ***Clarke*** en ***C.B.*** lou un Covenant ove un auter a payer luy 147. *l. pro tota transfretatione* d'un certain fraight, & fuit adjudge que un Action giſt pur l'Argent ſans averment de performance de l'auter part, *&c.* Mes en ceſt Caſe il n'appiert le quel l'Argent fuit d'eſtre pay devant le Voyage ou apres, mes le voier reſpons a ceſt Caſe eſt, que un Brieſe d'Error fuit port ſur ceſt Judgment, Et le Court de *B. R.* tenoit le Judgment d'eſtre erroneous, come appiert 1 *Bulſt.* 167.

Le Caſe de *Eaton* & *Dixon* come il eſt miſe en 1 *Roll. Abr.* 415. ſemble un Authority en point vers moy. *A.* Covenant en le behalf de *B.* que *B.* pur le conſideration apres mention conveyera terre a *C.* & *C.* covenant *pro conſiderationibus prædict'* a payer 160 *l.* a *B.* Mes ceſt Caſe ne vient al Caſe en queſtion, car primerment la eſt un expreſs Covenant, que *B.* pur le conſideration apres mention conveyeroit a *C.* donq; *C.* covenant pur le conſideration avantdit (& ne dit pur le conveyance del terre) a payer le Argent, quel eſt d'eſtre intend in conſideration del Covenant avantdit pur conveyer la terre.

En meſme *fol.* la eſt un Caſe en point enter *Vivian* & *Shipping*. Un Agard fuit fait enter *A.* & *B.* que *A.* payera a *B.* 10 *l.* & *in conſideratione inde B.* entera en un Obligation al *A.* a releaſer tout ſon droit en certain terres, *B.* eſt lie pur enter en le Obligation coment que *A.* ne pay a luy le 10 *l.* & ceſt per l'Opinion de *Jones* & *Berkley* vers *Croke*; Jeo done ceſt Reſpons a ceo Caſe, *viz.* Primerement *Rolls* dit que il fuit tenus al contrary *Mich.* 10 *Car. B. R.* Mes un plein Reſpons a ceo eſt, que il ad miſpriſe en le Report de ceo, & le Judgment fuit directment contrary, come appiert 1 *Cro.* 384. Lou *Jones* & *Berkley contra Croke* tiendront que le payment del 10 *l.* eſt un precedent Condition, & la ne fuit aſcun tiel point en *Hayes* & *Hayes* Caſe, come *Rolls* dit en *Vivian* & *Shipping*'s Caſe que la fuit; le Caſe eſt report a large en 1 *Cro.* 433. & la eſt nul tiel point. Jeo ay done reſpons al chief Authorities, la ſont aſcuns Opinions diſperſe en les livres de queux jeo ne prendra notice.

Donq; quant al reaſon del choſe: Le bargain doit eſtre performe come il eſt fait, & la eſt nul reaſon que home payeroit pur un choſe ſi non que il ad ceo. Certainment un que pay Argent pur un Chival doit aver le Chival. Jeo agree que deux poient faire Agreement, un a payer tant, & l'auter a deliver un Chival, s'ils voilent, & ſur tiel mutual promiſes,. ils poient aver mutual Actions; mes donq; ils poient auxi faire l'Agreement auterment, & la eſt nul reaſon que un home ſeroit compelle a doner credit *nolens volens*, quel ſeroit fort hazardous en bargains.

Si un dit al auter, Jeo voile doner tant pur voſtre Chival, & l'auter agree a prendre ceo, ſi riens pluis paſſe enter eux, & nul Earneſt eſt done, & ils depart l'un del auter, ceo en point de Evidence n'eſt d'eſtre priſe mes que un nude Communicaon, Et iſſint eſt *Dyer* fo. 30. Pl. 203. & 14 *H.* 8. 22.

La eſt un Caſe en 2 *Mod. Rep.* 33. enter *Smith* & *Shalden*. Le Plaintiff declare que en conſideration que il promiſe d'aſſigner ſon Intereſt en tiel Meaſon, le Defendant promiſe a payer lui tant, *&c.* Le queſtion fuit lequel le Plaintiff duiſt averrer que il ad aſſigne ſon Intereſt en le Meaſon, & fuit rule que il ne beſoigne a faire tiel Averment ſur le Authority de *Ughtred's* Caſe.

Ils auxi rely ſur le Caſe de *Ware* & *Chappel*, *Styles* 186. Mes ceo eſt un different Caſe; car la deux acts ſont d'eſtre fait, l'un de queux n'eſt un Reward ou Satisfaction pur l'auter; & pur ceo jeo ne penſe (come Juſtice *Ellis* en ceo Caſe de *Smith* & *Shalden*) que ceo fuit un dure Caſe, mes un plaine Caſe.

Donq; ſi les 7 *l.* en noſtre Caſe ne ſeroint due al temps quand le Releaſe fuit fait, les general parols del Releaſe ne voilent diſcharger ceo.

Un Exception fuit priſe al Declaration, que le Plaintiff n'ad averre que il releaſa l'Equity de Redemption: Mes le Plaintiff ad averre que il ad fait tout de ſon part, que eſt ſufficient en ſubſtance; Ouſter per pleadant le Releaſe le Defendant ad admitte & cure ceo fault, la ſont Caſes pluis fort en les livres a ceſt purpoſe. 3 *H.* 6. 8. 9 *H.* 6. 15 & 16. 1 *Vent.* 114 & 126. *Barnard* vers *Mitchell.* Et *Vivian* & *Shipping*'s Caſe, 1 *Cro.* 384. eſt en point quant al Declaration.

Et pur ceo le Judgment en le C. B. fuit affirme.

Jeo aye report ceo Caſe pluis a large que auters Caſes, pur ceo que eſt de grand uſe en mults Caſes, queux frequentment happeront; Mes jeo confeſs que tout ceo que eſt devant diſt touchant le Brieſe d'Error eſt forſq; hors des Reports de deux auters queux agreeont *in omnibus.*

George Saffin & Ux' Executrix de Sir *J. Heron* v. *William Shaftoe.*

Intr' Trin. 12 W. 3. Regis. Rot. 1410. C. B.

Al non aſſumpſit infra 6 annos. Le Pl. reply un Original en Tranſ. quare Clauſum fregit, porte per le Teſtator.

IN Caſe ſur Aſſumpſit ſur ſeveral promiſes fait per le Def. al Teſtator, le Def. plead, Qđ ſepal' cauſe accon̄ non accrever' nec aliqua eor̄ accrevit infra ſex annos &c. Pl. replie, Qđ p̄fat' J. in vita ſua poſt p̄d ſepal' p̄miſſion̄ & aſſumpcon̄ p̄d W. S. in narr̄ p̄d ſupius mencōnat' ſic ut p̄fertur fact' ſcilt quinto die April' anno regni dci Dnī Regis nunc octavo p recupacōne dampnor̄ ſuor̄ occōne non p̄formaconis p̄miſſion̄ & aſſumpcon̄ ill' p nomen J. H. Bar' p̄ſecut' fuiſſet extra alt' Cur' Cancellar' dci Dnī Regis nunc eadem Cur' apud Weſtm̄ in Com̄ Midd tunc exiſten̄ quoddam Bre Original' ipſius Dnī Regis in hac parte teſt' eodem quinto die Aprilis anno octavo ſupradicto v̄s p̄d W. S. per nomen &c. nup de B. in Com̄ p̄d Gen' tunc Vic Com̄ N. p̄d direct' p qd' quidem Bre dictus Dñus nunc Rex tunc Vic' Com̄ N. p̄d p̄cepit quod ſi p̄fat' J. faceret p̄fat' tunc Vic' N. p̄d ſecur' de clam̄ ſuo p̄ſequend tunc pon̄ p vad & ſalvos pleg' p̄d W. S. quod eſſet coram Juſtic' dci Dnī nunc Regis hic ſcilt apud Weſtm̄ p̄d in Com̄ Midd p̄d a die Paſch in quinq; ſeptiman̄ tunc px' ſequen̄ ad reſpondend p̄fat' J. de plito quare vi & armis clm̄ ipſius A. in Com̄ N. p̄d fregiſſet & al' enormia ei intuliſſet ad grave dampnū ipſius J. & contra pacem dci Dnī Regis nunc ea intencōne qđ p̄d W. S. per pleg' attachiaretur & ſupinde comparenc' ſua in eadem Cur' dci Dnī Regis de Banco p̄d hic ſcilt apud Weſtm̄ p̄d intraretur & recordaretur Et qđ p̄fat' J. ſuper comparenc' iſtam ſic recordat' & intrat' v̄ſus p̄d W. S. ſecundum conſ̄ dce Cur' de Banco p̄d a tempore cujus contrar' memoria hominū non exiſtit uſitat' & in eadem approbat' de & ſup p̄miſſion' & aſſumpcon' in narr' p̄d ſupius mencōnat' p p̄d W. S. p̄fat' J. factas v̄ſus ipſum W. S. narraret & declararet qđ quidem Bre Original' in forma p̄d impetrat' poſtea & ante p̄d retorn' illius ſcilt decimo tertio die Aprilis anno regni dci Dnī Regis nunc octavo ſupradicto apud M. p̄d in Com̄ N. p̄d per p̄fat' J. cuidm̄ R. M. Ar' adtunc Vic' Com̄ N. p̄d in forma Juris exequend delibat' fuit ac poſtea ſcilt in p̄d quinq; ſeptim̄ Paſch ven̄ in p̄d Cur' dci Dnī Regis de Banco p̄d hic ſcilt apud Weſtm̄ p̄d p̄fat' J. in p̄pria perſona ſua & obtulit ſe quarto die v̄ſus p̄d W. S. de p̄d plito Et p̄d W. S. tunc hic non ven̄ & p̄fat' R. M. adtunc Vic' Com̄

N.

N. pred' etiam exiſteñ retorñ Bře Original' pred' in forma ſequeñ execut' videlt qđ prefat J. inveniſſet prefat R. M. Pleg' de pš Bře ſuu Original' pred' ſcil't Johannem Doe & Ricardum Roe. Et qđ prefat W. S. nihil huit in ball'ia ſua per qđ attach potuit put per Record' inde in eadem Cur' dcı̄ Dnı̄ Regis de Banco pred' hic ſcilt apud Weſtm pred' remaneñ plenius liquet & apparet & proceſs' de Cap' ad reſpondend' prefat J. vš pred' W. S. in eadem Cur' dcı̄ Dnı̄ Regis de Banco pred' hic ſcilt apud Weſtm pred' debo modo de Termino in Terminu de & ſuper Bři ill' continuat' fuit quouſq; prefat J. poſtea ſcilt triceſimo primo die Maij anno regni dcı̄ Dnı̄ Regis nunc nono ſupradicto apud M. pred' pendente plito illo obijt Ac proinde plitm illud caſſat & diſcontinuat' fuit poſt cujus mortem ijdem G. & Dna Anna Ux' ejus Executrix pđ Teſtament' pđ J. ut preſertur exiſteñ poſtqm ipſi dictum Teſtamentum ſuu debe probaſſent ipſi ijdem G. & A. vſus pred' W. S. in forma pred' narravet & ijdem G. & A. ulterius dic' qđ pred' ſeperales cauſe acconis in narracone pred' ſuperius menconat accrevet vel aliqua eaṝ accrevit prefat J. infra ſex annos prox' ante pred' diem impetraconis pred' Bris Original' pred' J. Teſtator in hac parte videl't apud M. pred' Et hoc ijdem G. & A. parat ſunt verificare &c.

Et pred' W. S. dic' qđ pred' J. H. diu ante proſecucoñ Bris Original' pred' in Repl' pred' recitat & menconat' ſcil't primo die Junij anno regni Dnı̄ Regis nunc ſeptimo ſupradicto apud M. pred' obijt poſt cujus mortem pred' G. S. abſq; aliqua authoritate quacunq; idem Bře Original' in eadem Repl' recitat in noie ipſius J. ac ſi idem J. in plen' vita adtunc fuiſſet proſecut' fuit Abſq; hoc qđ pred' J. in pleñ vita fuit tempore emanaconis ejuſdem recitat Bris Original' prout per Replicat pred' ſuperius ſuppoñ Et hoc parat eſt verificare unde ut prius pet' &c. Et pred' G. & A. ux' ejus dic' qđ ab accone pred' inde vš pred' W. S. precludi non debent quia dic' qđ pred' W. S. ad dicend' qđ prefat J. H. ante proſecuconem ejuſdem recitat Bris Original' in Replicat pred' ſuperius recitat & menconat mortuus fuit & non vivus contra pred' Recordu in quo manifeſte continetur & Cur' hic apparet quod pred' J. H. adtunc in plena vita fuit admitti non debet Et hoc parat ſunt verificare unde ijdem G. & A. pet' tam Judic' ſi pred' W. S. contra Record' ill' ad dicend' qđ prefat J. H. pred' tempore impetracoñ pred' Bris Original' in Replicat pred' ſuperius menconat diem ſuu clauſit extremum admitti debeat quam dampna ſua occone non performaconis pred' ſeperal' promiſſion' & aſſumpcoñ eis adjudicari &c. Demurrer, & Joinder en Demurrer.

Rejoinder.

Que le Teſtator fuit mort al temps del Original.

Surrejoinder Que le Def. eſt eſtoppe adire ceo.

Kinſey v. *Hayward.*

Cooke. Trin. 9 W. 3. Regis. Rot. 302.

1 Narr' per Admin' de Sir T. Kinſey pur 50 l. accommodat' al Teſtat' del Def.

2 Narr' pur 50 l. ſur Account.

London' ſſ. Henricus Hayward nuper de Southwark in Com Surr̄ Carpenter Executoꝛ Teſtamenti & ult Voluntatis Johis Hayward defunct̄ attach̄ fuit ad reſpondend' Marie Kinſey Vidue Adminiſtratric' bonoꝝ & catalloꝝ que fuer̄ Thome Kinſey Militis nuper viri ſui qui obijt inteſtat̄ &c. de pl'ito tranſgr̄ ſuper caſum &c. Et unde eadem Maria per Franciſcum Jackſon Attoꝛn ſuū queritur quare cum pꝛedcūs Johes in vita ſua ſcil't quinto die Auguſti anno Dnī mill'imo ſexcenteſimo octogeſimo ſecundo apud London in parochia be Marie de Arcub3 in warda de Cheape indebitat̄ fuiſſet pꝛefat̄ Thome in vita ſua in quinquaginta libꝛis legalis monete Angl' ꝓ pecunijs ꝑ eundem Thomam in vita ſua ante tempus ill' mutuo dat' & accom̄odat' Et ſic inde indebitat' exiſtent idem Johes in conſideracōne inde poſtea ſcil't eodem quinto die Auguſti anno Dnī mill'imo ſexcenteſimo octogeſimo ſecundo apud London p̄d in parochia & warda p̄d ſuꝑ ſe aſſumpſit & eidem Thome in vita ſua adtunc & ibm fidelit' ꝓmiſit q̄d ipſe p̄d Johes p̄d quinquaginta libꝛas eidem Thome cum inde poſtea requiſit' fuiſſet bene & fideliter ſolvē & contentare vellet Cumq; etiam p̄d Johes in vita ſua poſtea ſcil't quarto die Februarij anno Dnī mill'imo ſexcenteſimo nonageſimo ſecundo apud London p̄d in parochia & warda p̄d inſimul computaſſet cum eodem Thoma in vita ſua de & concernent diverſis al' denar' ſummis ꝑ p̄fat' Johem ante tempus ill' debit' & ſolubil' ꝓ diverſis denar' ſum̄is ꝑ p̄fat' Johem de eodem Thoma ante tempus ill' mutuat̄ hit̄ & recept̄ & adtunc inſolut̄ exiſtent Et ſuꝑ compō illo idem Johes adtunc & ibm invent̄ fuit in arreragijs erga eundem Thomam in al' quinquaginta libꝛis ſitis legalis monete Anglie Et ſic inde in arreragijs invent̄ exiſtens p̄dcūs Johes in conſideracōne inde poſtea ſcil't eodem quarto die Februarij anno Dnī mill'imo ſexcenteſimo nonageſimo ſecundo ſupꝛadicto apud London p̄dict in parochia & warda p̄d in conſideracōne inde ſuꝑ ſe aſſumpſit & eidem Thome adtunc & ibm fidelit' ꝓmiſit q̄d ipſe idem Johes p̄dcas quinquaginta libꝛas ult̄ mencōnat' eidem Thome cum inde poſtea requiſit̄ fuiſſet bene & fideliter ſolvē & contentare vellet Pꝛedcūs tamen Johes in vita ſua & p̄d Henricus poſt ipſius Johis moꝛtem p̄d ſepal' ꝓmiſſiones & aſſumpcōnes p̄red'

Johis in vita ſua in forma pred' factas mid curan' ſed machinan' & fraudulent' intendeñ eundem Thomam in vita ſua & prefat' Mariam poſt ipſius Thome mortem in hac parte callide & ſubdole decipere & defraudare pred' ſeperal' denar' ſummas ſeu aliquem inde denar' eidem Thome in vita ſua ſeu prefat' Marie poſt mortem ipſius Thome (cui quidem Marie poſt mortem ipſius Thome adminiſtrac̄o omniū bonoꝝ & catalloꝝ que fuer' pred' Thome tempore mortis ſue per Thomam Providentia Divina Cantuar' Archiepm̄ totius Angl' Primat' & Metropolit' cui in ea parte Adminiſtrac̄onem pertinuit com̄ittere decimo tertio die Februarij anno Dnī milliſimo ſexcenteſimo nonageſimo ſexto apud London pred' in parochia & warda pred' debita juris forma com̄iſſa fuit) non ſolverunt ſeu contentaver' nec eoꝝ alter ſolvit ſeu aliqualit' ꝓ eiſdem contentavit (licet ad hoc faciend' pred' Johes in vita ſua & pred' Henricus poſt mortem ipſius Johis ꝑ eundem Thomam in vita ſua & poſt mortem ipſius Thome predict' Henricus ꝑ eandem Mariam poſtea ſcilt viceſimo nono die Aprilis anno Dnī mill'imo ſexcenteſimo nonageſimo ſeptimo & ſepius poſtea apud London pred' in parochia & warda pred' requiſit' fuiſſet) ſed pred' Johes in vita ſua & pred' Henricus poſt mortem ipſius Johis pred' ſeperal' denar' ſum̄as ſeu aliquem inde denar' eidem Thome in vita ſua ſolvere om̄io recuſaver' & pred' Henricus ill' eidem Marie poſt mortem ipſius Thome adhuc ſolvere ſeu aliqualit' ꝓ eiſdem contentare om̄io recuſat ad dampnū ipſius Marie centū libraꝝ Ac in retardac̄onem Execuc̄onis Adminiſtrac̄onis bonorum & catallorum pred' Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' Lr̄as Adminiſtratorias pred' Archiep̄i que commiſſionem Adminiſtrac̄onis pred' pred' Marie in forma pred' teſtantur &c.

Letters d'Adminiſtr' grant 13 Feb. 1696.

Et p̄d Henricus ꝑ Culverwell Needler Attorn̄ ſuū ven̄ & defend̄ vim & injuriam quando &c. Et dic' qd̄ p̄d Maria acc̄onem ſuam p̄d inde v̄ſus eum habere non debet Quia dic' qd̄ pred̄ Johes in vita ſua ad aliquod tempus infra ſex annos ꝓx' ante diem impetrac̄onis Br̄is Originalis ipſius Marie non aſſumpſit ſuper ſe modo & forma ꝓut pred̄ Maria ſupius v̄ſus eum queritur Et hoc parat' eſt v̄ificare unde pet' Judicm̄ ſi predc̄a Maria acc̄onem ſuam predcām inde verſus eum habere debeat &c.

Barr per *Non Aſſumpſ.* infra ſex annos.

Et predc̄a Maria dic' q̄d ipā ꝑ aliqua ꝑ pred' Henricum ſuperius pl'itat' ab acc̄one ſua pred v̄ſus eum h̄end̄ precludi non debet Quia dic' qd' pred' Thomas in vita ſua ꝑ nomen Thome Kenſey Militis ac infra ſex annos poſt cauſam acc̄onis pred' ſuperius ſpecificat' accrev' ſcilt octavo die Maij anno regni Dnī Jacobi ſecundi nuꝑ Regis Anglie quarto ꝓ recuꝑac̄one dampnorum

Replicat'. Que l'Inteſtate deins ſix ans, *ſcil'* 8 *May* 1688 ſua un Original.

En Treſpaſs *quare clauſ. fregit* vers le Teſtator.

Direct al Vic de Dorſet.

Retornable *Craſt Aſcen. prox' ſequ.*

Ove intent a declarer pur le cauſe mention en le Declarat'.

Que le Teſtator ne appearoit, mes 1 Apr. 1693. moruſt.

Auter Briefe en Treſpaſs *quare clauſ. fregit recenter'* proſecute 12 Apr. 1693. per le Inteſtate vers le Def.

al meſme intent come devant.

rum ſuorum occ̄one non pformac̄on' ſeperal' ꝓmiſſion' & aſſumpcon' in narrac̄one predc̄a in forma predc̄a ſuperius menc̄onat' ꝓſecut' fuit extra Cur' Cancellar' dci nuper Regis eadem Cur' apud Weſtm in Com Midd' tunc exiſten̄ quoddam Bre Originale dci nuper Regis de quodam placito tranſgr' verſus prefat' Johem per nomen Johis Hayward nuper de Southwarke in Com Surr' Carpenter tunc Vic' Com Dorſ direct' per quod quidem Bre idem nuper Rex p̄fat' tunc Vic' Com Dorſ' p̄cepit q̄d ſi p̄dcus Thomas faceret ipm ſecur' de clam ſuo ꝓſequend' tunc poneret per vad' & ſalvos pleg' p̄dict' Johem q̄d eſſet coram tunc Juſtic' dci nuper Regis in Craſtino Aſcenc̄onis Dni tunc ꝓx' ſequen̄ oſtenſ quare vi & armis clm ipſius Thome apud Beamiſter fregiſſet & alia enormia ei intuliſſet ad grave dampnum ipſius Thome & contra pacem dci nuper Regis & qd' haret ibi nōia pleg' & Bre ill' Quod quidem Bre idem Thomas ꝓſecut' fuiſſet verſus prefat' Johem ea intenc̄one qd' ſuper comparentia ipſius Johis ad Bre predcm ipſius Thome ipſe idem Thomas ſecdm conſ Cur' de Banco hic a tempore cujus contrar' memor' hominu non exiſtit uſitat' & apꝓbat' in eadem narraret ſuperinde verſus p̄fat' Johem ex cauſa p̄dca in narrac̄one ipſius Marie menc̄onat' ſet idem Johes non comperuit ſet poſtea ſcil't primo die Aprilis anno Dni millimo ſexcenteſimo nonageſimo tertio apud London̄ pred' in parochia & warda pred' obijt Super quo pred' Thomas recent' ſcil't duodecimo die Aprilis anno regni Dni Regis nunc & Dne Marie nuper Regine quinto p recuperac̄one dampnorum ſuorum occ̄one non performacon' ſeperal' ꝓmiſſion' & aſſumpcon' in narracon' p̄dca in forma p̄dca ſuperius menc̄onat' ꝓſecut' fuit extra Cur' Cancellar' dci Dni Regis nunc & nuper Regine eadem Cur' apud Weſtm in Com Midd' tunc exiſten̄ quoddam al' Bre Originale dci Dni Regis nunc & nuper Regine de plito tranſgr' verſus p̄fat' Henr' per nomen Henr' Hayward nuper de Southwarke in Com Surr' Carpenter tunc Vic' Com Dorſ direct per quod quidem Bre dict' Dn̄us Rex nunc & Dna Maria nuper Regina tunc Vic' Com Dorſ p̄cepet' qd' ſi pred' Thomas faceret ipm ſecur' de clam ſuo ꝓſequend' tunc poneret per vad' & ſalvos pleg' pred' Henr' qd' eſſet coram tunc Juſtic' dci Dni Regis nunc & Dne Marie nuper Regine a die Paſch in quindecim dies tunc ꝓx' ſequen' oſtenſ quare vi & armis clm ipſius Thome apud Beamiſter fregiſſet & alia enormia ei intuliſſet ad grave dampnum ipſius Thome & contra pacem dict' Dni Regis nunc & nuper Regine & qd' heret ibi nōia pleg' & Bre ill Quod quidem Bre idem Thomas proſecut' fuiſſet verſus prefat' Henr' ea intenc̄one qd' ſuper comparentia ipſius Henr' ad Bre pred' ipſius Thome me ipſe idem Thomas ſecundum cons̃ Cur̃ de Banco hic a tempoꝛe cujus contrar̃ memoꝛia hominum non exiſtit uſitat̃ & apꝓbat̃ in eadem narraret ſuꝑinde Ꝟſus p̃ſat̃ Henr̃ ut Executoꝛem Teſtamenti p̃ſat̃ Joh̄is ex cauſa p̃dc̄a in narrac̄one ipſius Marie menc̄onat̃ ſed idem Henr̃ non compuit Et p̃dcus̃ Thomas poſtea ſcil̃t quinto die Febꝛuarij an̄o regni Dn̄i Regis nunc octavo apud London p̃dcam̄ in parochia & warda p̃dcis̃ obijt Et ſuꝑinde eidem Marie commiſſa fuit adminiſtrac̄o p̃dc̄a die an̄o & loco & modo & foꝛma in narrac̄one ipſius Marie ſuperius ſpec̃ Suꝑ quo p̃dc̄a Maria recent̃ ſcil̃t viceſimo nono die Apꝛilis an̄o regni Dn̄i Regis nunc nono ꝓſecut̃ fuit e Cur̃ Cancellar̃ dc̄i Dn̄i Regis nunc apud Weſtm̄ p̃d in Com̄ Midd̄ p̃d exiſten̄ Br̃e Oꝛiginale ipſius Dn̄i Regis nunc in p̃dc̄o pl̃ito tranſgreſſ' ſuꝑ caſum retoꝛnabile in Cur̃ Dn̄i Regis de Banco hic ſcil̃t in Craſtino Aſcenc̄onis Dn̄i anno regni Dn̄i Regis nunc nono ad quod quidem Br̃e Oꝛiginale ipſius Marie p̃d' Henr̃ in Termino Paſch̄ ult̃ p̃terit̃ ꝑ Culverwell Needler Attoꝛn̄ ſuu̅ compuit in p̃d Cur̃ Dn̄i Regis de Banco hic Et ſuperinde ipſa eadem Maria p̃d Termino Paſch̄ ult̃ p̃terit̃ narravit Ꝟſus p̃ſat̃ Henr̃ de p̃dc̄o pl̃ito modo & foꝛma ſupꝛadict̃ Et p̃d Maria dic̃ q̃d p̃d Thomas ꝓſecut̃ fuit p̃dcm̄ Br̃e Oꝛiginale ipſius Thome Ꝟſus p̃ſat̃ Joh̄em ea intenc̄one quod ſuꝑ comꝑentia ipſius Joh̄is ad Br̃e p̃dcm̄ ipſius Thome ipſe idem Thomas narraret ſuꝑinde Ꝟſus p̃ſat̃ Joh̄em ex cauſa p̃dc̄a in narrac̄one ipſius Marie menc̄onat̃ ſecundum cons̃ p̃d Cur̃ de Banco hic q̃dqꝫ cauſa acc̄onis p̃d pꝛimo accrevit infra ſex annos ꝓx' ante diem impetrac̄onis p̃d Br̃is Oꝛiginalis ipſius Thome Et q̃d p̃d Thomas poſt moꝛtem ipſius Joh̄is ꝓſecut̃ fuit p̃d Br̃e Oꝛiginale ipſius Thome Ꝟſus p̃ſat̃ Hen̄ ea intenc̄one q̃d ſuꝑ comꝑentia ipſius Hen̄ ad Br̃e p̃d ipſius Thome ipſe idem Thomas narraret ſuꝑinde Ꝟſus p̃ſat̃ Hen̄ ex cauſa p̃d in narrac̄one Br̃is ipſius Marie menc̄onat̃ ſecdm̄ cons̃ p̃d Cur̃ de Banco hic Et q̃d p̃d Thomas in p̃d ſeꝑal' Br̃ibꝫ Oꝛiginal' ipſius Thome nōiat̃ & p̃d Thomas in Br̃i & Narrac̄one ipſius Marie ſuperius nōiat̃ ſunt un̄ & eadem perſona & non al' neqꝫ diꝟſa Et q̃d p̃d Joh̄es in pꝛed̄ pꝛimo Br̃i Oꝛiginal' ipſius Thome ſuperius nōiat̃ & pꝛed̄ Joh̄es in Br̃i & Narrac̄one ipſius Marie ſuperius nōiat̃ ſunt un̄ & eadem perſona & non al' neqꝫ diꝟſa q̃dqꝫ pꝛed' Henr̃ modo defendens & pꝛed̄ Henr̃ in pꝛed̄ Br̃i Oꝛiginali ipſius Thome ſuperius nōiat̃ ſunt un̄ & eadem perſona & non al' neqꝫ diꝟſa. Et hoc parat̃ eſt ꝟificare unde pet̃ Judicm̄ & dampna ſua occ̄one pꝛemiſſ' ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

Que le Def. ne appiert al ceo, & l'Inteſtate del Pl. 5 Febr. 8 W. 3. moruſt.

29 April 9 W. 3. Pl. proſecute un Original en Tranſ. ſur le Caſe ut Admin' &c.

Le Def. appiert al ceo.

Et ſur ceo le Pl. declare *ut ſupra*.

Averments.

Creſwell Levinz.

EN ceſt Caſe fuit object per *Girdler* Accouncel ove le Def. que Briefe port per Journeys Accounts ne giſt ſinon enter les parties al meſme Original ou aſcun de eux, come ſi un des Pls. ou un des Defts. moruſt; mes en nul caſe ou eſt forſq; un Pl. ou un Def. & l'un ou l'auter moruſt, & que nul tiel Briefe giſt mes quand le primer Briefe eſt ſervie & returne ſur Record; mes en ceſt caſe la n'eſt ou meſme le Pl. ou meſme le Def. ou meſme le Briefe, ou meſme le County, ou meſme le cauſe d'Action; & auxi ne appiert que le primer Briefe fuit unq; return de Record. Mes al tout ceo fuit reſpond, & reſolve per le Court, que le Caſe de Journeys Accounts (le quel fuit admit d'eſtre bone Ley) ne fuit material al Caſe icy come ceo Caſe eſt, car ils fueront de Opinion que ceſt Caſe fuit deins le Equity de darrein proviſo en le Act de 21 *Jac.* 1. c. 16. Et le corps del Act parle ſolement de porter del Action, & un Action poiet eſtre continue coment le primer Briefe n'eſt, 1 *Rolls Abr.* 537. Et ceux Caſes fueront cite, que ceſt Stat. ad eſtre priſe per Equity, *viz.* 2 *Sand.* 152. 2 *Mod. Rep.* 70, 71. *Cro. Car.* 245. *Swayn & al'* v. *Stephens*, & *eo potius* en ceſt Caſe, ou le primer Briefe abate per mort; & *per le C.J.* le porter de primer Briefe per le Teſtator deins ſix ans miſt le Caſe hors de Stat. de Limitat. come en Caſe ou un fait Entry d'avoider un Fine, & le Caſe n'eſt ſemblable a le Caſe de Journeys Accounts ou le primer Briefe doiet eſtre continue tanque le porter de ſecond Briefe, quia ceo eſt a lyer Aſſets, queux fueront al temps de porter le primer Briefe, ou de avoider un Counter-plea, ou ſemblable. Et per un des Juſtices, ne fuit neceſſary d'averrer que le primer Briefe fuit ſervie ou returne, *&c.* Car ſerra intend ſi le contrary ne ſoit monſtre d'auter part, eſpecialment il eſteant alledge que le primer Briefe abate per le mort del Inteſtate.

Auter Objection fuit en ceo Caſe, que un Original Briefe de Treſp. *quare clauſum fregit* (eſpecialment eſteant port en auter County) ne voile ſupport un Declaration en Aſſump. Mes l'Except' fuit diſallow, quia le courſe de Court fuit iſſint; Et le Pl. ad Judgment per le Opinion de trois Juſtices encounter l'Opinion de Juſtice *Blencow*, que fuit de Opinion encounter le Pl. pur les reaſons devant monſtre per le Councel del Def. *Levinz* & *Lutwyche* fueront Accouncel ove le Pl. Mes Briefe d'Error fuit port, & le Judgment fuit revers, (& ceſt Judgment fuit affirme en Parlement) chiefment (come jeo ſue crediblement enform) pur ceo que admittant que un *Clauſum fregit* fuit un bone foundation pur un Declaration en *Aſſumpſit*, que fuit dure a maintainer, uncore ne appiert que ceſt Briefe fuit unques returne, ou de Record en Court, ou aſcun appearance al ceo, ou aſcuns continuances de ceo, queux duiſſoint eſtre alledge.

Gar-

Gargrave v. *Every*.

Tempeſt. Hill. 5 & 6 W. & M. Regis & Reginæ.

Aſſumpſit per Execut'.

Narr' ſur un *indebit' aſſumpſit* pur deniers accommodat.

London' ſſ. HEnricus Every nuꝑ de Forſon̄ in Com̄ Derb̄ Ar' attach̄ fuit ad reſpondend̄ Elizabethe Gargrave Vid̄ Executric' teſt̄ Franc̄i Gargrave Gen̄ de placito tranſgr' ſuper caſum &c. Et unde eadem Elizabeth̄ ꝑ Georgiū Gatacre Attorn̄ ſuū queritur quare cum p̄d Henricus primo die Maij anno regni Dn̄i Regis & Dn̄e Regine nunc &c. tertio apud London̄ in Parochia Beate Marie de Arcubus in Warda de Cheape indebitat' fuiſſet eidem Franc̄o in vita ſua in ſexagint' & quatuor libris & decem ſolid̄ legalis monete Angl' ꝑ denar' ꝑ p̄d Henricū p̄fat' Franc̄o in vita ſua ad ſpecial' inſtanc' & requiſic̄on̄ ipſius Henrici ante tunc mutuat' & accom̄odat' Et ſic inde indebitat' exiſten̄ p̄d Henricus poſtea ſcilt eodem primo die Maij anno tertio ſupradic̄to apud London̄ p̄d in Parochia & Warda p̄d ſuꝑ ſe aſſumpſit & eidem Franc̄o in vita ſua adtunc & ibm̄ fidelit' ꝓmiſit quod ipſe p̄d Henricus p̄d ſexagint' & quatuor libras & decem ſolid̄ eidem Franc̄o in vita ſua cum inde requiſit' fuiſſet bene & fidelit' ſolv̄e & contentare vellet

2 Narr' ſur un *indebitat aſſumpſit* en 60 *Guineas*.

Cumq; etiam p̄d Henricus p̄d primo die Maij anno tertio ſupradict' apud London̄ p̄d in ꝑochia & warda p̄d indebitat' fuiſſet eidem Franc̄o in vita ſua in ſexagint' pecijs Auri cuneat' vocat' Guineas valorꝝ ſexagint' & quatuor librarꝝ & decem ſolidorꝝ legalis monet' Anglie ꝑ denar' ꝑ p̄d Francū in vita ſua de p̄d Henrico ad quendam ludum cum Taxillis (vocat' Hazard) ante tempus illud lucrat' (Anglice won) & ꝑ p̄d Henricum eidem Franc̄o in vita ſua ad eundem ludum adtunc & ibm̄ deꝑdit' Et ſic inde indebitat' exiſten̄ p̄d Henricus in Conſ̄ inde ſuper ſe aſſumpſit & eidem Franc̄o in vita ſua adtunc & ibm̄ fidelit' ꝓmiſit quod ipſe p̄d Henricus p̄d ſexagint' pecias Auri cuneat' vocat' Guineas valorꝝ p̄d eidem Franc̄o in vita ſua cum inde requiſit' fuiſſet bene & fidelit' ſolv̄e & contentare vellet

3 Narr' pur 60 *Guineas* ſur account.

Cumq; etiam p̄d Henricus decimo die Maij anno tertio ſup̄dic̄to apud London' p̄d in Parochia & Warda p̄d computaſſet cum p̄fat' Franc̄o in vita ſua de denar' ꝑ ipſum Henricum eidem Franc̄o in vita ſua tunc debit' & ſolubil' Et ſuper Compoto ill' pred̄ Henricꝰ invent' fuit in arreragijs erga eundem Francūm in vita ſua in al' ſexagint' pecijs Auri cuneat' vocat' Guineas valor' pred̄ Et ſic in arreragijs pred̄ invent' exiſten' ſuꝑ ſe aſſumpſit & eidem Franc̄o

Special Requeſt.

Franc̄o in vita ſua adtunc & ibm fidelit̄ ꝓmiſit quod ipſe pꝛed' Henricus pꝛed' ſexagint̄ pecias Auri cuneat̄ vocat̄ Guineas valoris pꝛed' ult̄ menc̄onat̄ eidem Franc̄o in vita ſua cum inde requiſit̄ fuiſſet bene & fidelit̄ ſolv̄e & contentare vellet pꝛed' tamen Henricus ſepal' ꝓmiſſion' & aſſumpcon' ſuas pꝛed' mic̄ curans ſet machinans & fraudulent̄ intendens eundem Franc̄um in vita ſua & pꝛefat̄ Elizabeth poſt moꝛtem ipſius Franc̄i de pꝛed' ſeperal' denar' ſum̄is in toto ſe attingen' ad centum & nonagint̄ libꝛas & decem ſolid ſeu aliqm̄ inde denar' callide & ſubdole decipere & defraudare pꝛed' centum nonagint̄ libꝛas & decem ſolid' eidem Franciſco in vita ſua ſeu pꝛefat̄ Elizabeth poſt moꝛtem ipſius Franciſci non ſolvit ſeu ꝓ eiſdem aliqualit̄ contentavit licet ad hoc faciend' pꝛed' Henricus ꝑ eundem Franciſcu ſepius in vita ſua & ꝑ pꝛed' Elizabeth poſt moꝛtem ipſ̄ Franciſci ſcilt pꝛimo die Octob̄ anno Regni Dñi Regis & Dñe Regine nunc &c. quinto apud London pꝛed in Parochia & Warda pꝛed' requiſit̄ fuiſſet ſet ill' pꝛefat̄ Franciſco in vita ſua ſolv̄e ſeu ꝓ eiſdem contentare omnino recuſavit ac ill' eidem Elizabethe poſt moꝛtem ipſius Franciſci adhuc recuſat ad dampnum ipſius Elizabeth centum libꝛarum Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur̄ literas teſtamentar̄ ipſius Franciſci ꝑ quas ſatis liquet Cur̄ hic ipſam Elizabeth foꝛe Executric' teſti pꝛed' Et inde habere Adminiſtrationem &c.

Barr per *Non aſſumpſit infra 6 annos.*

Et pꝛed' Henric̄ per Carolum Hope Attoꝛn ſuu ven & defend vim & injur' quando &c. Et dic' quod p̄d Elizabetha acc̄onem ſuam p̄d inde v̄ſus eum habere non debet quia dic' quod ipſe non aſſumpſit ſuper ſe ad aliquod tempus infra ſex annos ante diem impetrationis bꝛevis oꝛiginal' ipſius Elizabeth modo & foꝛma ꝓut p̄d Elizabeth ſupius v̄ſus eum queritur Et hoc parat' eſt v̄ificare unde pet' Judiciu ſi p̄d Elizabetha actionem ſuam p̄d inde v̄ſus eum habere debeat &c.

Repl'. Original port per le Teſtator pur meſme le cauſe.

Et p̄d Eliz' dic' q̄d ipſa ꝑ aliqua p̄allegat' ab actione ſua p̄d habend p̄cludi non debet Quia dic' q̄d p̄d Franc̄us Gargrave in vita ſua ſcilt ſec̄do die Jan' an̄o regni dict' Dñi Regis & Dñe Regine nunc quarto ꝓſecut' fuit extra Cur' Cancellar' dict' Dñi Regis & Dñe Regine nunc (eadem Cur' apud Weſtm in Com Midd tunc exiſten) quoddam bꝛeve dictoꝝ Dñi Regis & Dñe Regine nunc oꝛiginal' v̄ſus p̄d Henricu Every ꝑ nomen Henr̄ Every nuꝑ de Foꝛſon in Com Derb Ar̄ de p̄d placito tranſgr̄ ſuꝑ caſum tunc Vic' London direct' & retoꝛnabil' coꝛam Juſtic' dictoꝝ Dñi Regis & Dñe Regine nunc de Banco apud Weſtm in Com Midd in Octabis S̄ci Hillarij tunc ꝓx ſequen ꝑ quod quidm bꝛeve dict' Dñus Rex & Dña Regina nunc p̄fat' tunc Vic' London p̄cepet q̄d ſi Franciſcus Gargrave fecerit eos ſecur̄ de clamoꝛe ſuo ꝓſequend'

ſequend̄ tunc poñ ꝑ vadios & ſalvos pleg' p̄d̄ Henricū Every q̄d ſit coram Juſtic' dictoꝝ Dñi Regis & Dñe Regine nunc apud Weſtm̄ in Octabis Sc̄i Hillarij tunc ꝓx' futur̄ oſtenſur' quare cū p̄d̄ Henricus primo die Maij anno regni dictorū Dñi Regis & Dñe Regine nunc tertio apud London̄ in Paroch̄ Beate Marie de Arcubꝫ in Warda de Cheape indebitat̄ fuiſſet eidem Franciſco in ſexagint̄ & quatuor libris & decem ſolid̄ legalis monet̄ Anglie ꝓ denar' ꝑ p̄d̄ Henricū p̄fat̄ Franciſco ad ſpecial' inſtanc' & requiſitionem ipſius Henrici ante tunc mutuat̄ & accommodat' Et ſic inde indebitat̄ exiſten̄ p̄d̄ Henricus poſtea ſcil. eodem primo die Maij anno tertio ſupradicto apud London̄ p̄d̄ in Parochia & Warda pred̄ ſuꝑ ſe aſſumpſit & eidem Franciſco adtunc & ibm̄ fidelit' ꝓmiſit q̄d ipſe pred̄ Henricus pred' ſexagint' & quatuor libras & decem ſolid' eidem Franciſco cum inde requiſit̄ fuiſſet bene & fidelit̄ ſolv̄e & contentare vellet Cumq; etiam pred' Henricus pred' primo die Maij anno tertio ſupradicto apud London̄ pred' in Parochia & Warda pred' indebitat̄ fuiſſet eidem Franciſco in ſexagint̄ pecijs Auri cuneat̄ vocat̄ Guineas valor̄ ſexagint̄ & quatuor librarū & decem ſolidorū legalis monet̄ Anglie ꝓ denar' ꝑ pred' Franciſcum de pred' Henrico ad quendam ludum cum Taxillis (vocat̄ Hazard) ante tempus illud lucrat̄ (Anglice won) & ꝑ pred Henricū eidem Franciſco ad eundem ludum adtunc & ibm̄ deꝑdit̄ Et ſic inde indebitat̄ exiſten̄ pred' Henricus in conſ̄ inde ſuꝑ ſe aſſumpſit & eidem Franciſco adtunc & ibm̄ fidelit̄ ꝓmiſit q̄d ipſe pred' Henricus pred' ſexagint̄ pecias Auri cuneat̄ vocat̄ Guineas valor̄ pred' eidem Franciſco cum inde requiſit̄ fuiſſet bene & fidelit̄ ſolv̄e & contentare vellet Cumq; etiam pred' Henricus decimo die Maij anno tertio ſupradicto apud London̄ pred' in Paroch̄ & Warda pred' computaſſet cum prefat̄ Franciſco de denar̄ per ipſum Henricum eidem Franciſco tunc debit̄ & ſolubil' Et ſuper compō illo pred' Henricus invent̄ fuit in arreragijs erga eundem Franciſcum in al' ſexagint̄ pecijs Auri cuneat̄ vocat̄ Guineas valor̄ pred' Et ſic in arreragijs pred' invent̄ exiſten̄ ſuper ſe aſſumpſit & eidem Franciſco adtunc & ibm̄ fidelit̄ ꝓmiſit q̄d ipſe pred' Henricus pred' ſexagint̄ pecias Auri cuneat̄ vocat̄ Guincas valor̄ pred' ult̄ mencōnat' eidem Franciſco cum inde requiſit' fuiſſet bene & fidelit' ſolv̄e & contentare vellet pred' tamen Henricus ſeperal' ꝓmiſſion̄ & aſſumpcōn̄ ſuas pred' min̄ curans ſet machinans & fraudulent' intendens eundem Franciſcū de pred' ſeperal' denar̄ ſum̄is in toto ſe attingen̄ ad centum & nonagint' libras & decem ſolid' ſeu aliqm̄ inde denar̄ callide & ſubdole decipere & defraudare pred' centū nonagint' libras & decem ſolid' eidem Franciſco non ſolvit ſeu aliqualit' contentavit licet adhoc faciend' pred' Henricus ꝑ eundem Franciſcum poſtea ſcilt viceſimo die Maij anno tertio ſupradicto apud London pred' in Parochia & Warda pred' requiſit' fuiſſet ſed ill' ei hucuſq; ſolve ſeu ꝑ eiſdem contentare omnino recuſavit & adhuc recuſat ad dampnu ipſius Franciſci centu librarū ut dic' Et q̄d haberent ibi nomina pleg' & breve ill' Ad quem diem coram Juſtic dictorum Dñi Regis & Dñe Regine de Banco pred' apud Weſtm pred' ven pred' Franc̄us Gargrave in vita ſua ꝑ Georgium Gatacre Attorn ſuum & optulit ſe quarto die placiti ꝟſus prefat' Henricum Every de pred' plito Et pred' Henricus quarto die pliti ſolempnit' exact' non ven Et prefat' tunc Vic London videlt Thomas Lane Mil' & Thomas Cooke Mil' ad retorn ejuſdem brevis mand' q̄d pred' Franciſcus Gargrave inven pleg' de ꝓſequend' Johannem Doe & Ricardum Roe Quodq; pred' Henricus Every nichil habuit in Balliva ſua ꝑ quod attach potuit ꝓut ꝑ record' brevis original' pred' & retorn inde inter filacia brev' original' in pred' Cur̄ dictorum Dñi Regis & Dñe Regine nunc de Banco hic affilat' remanen plenius apparet Et eadem Elizabetha ulterius dic' q̄d pred' Franciſcus Gargrave poſtea & penden pred' brevi ſuo original' ꝟſus pred' Henricum Every de pred' plito ut prefertur ꝓſecut' ac ꝓceſs ſupinde obijt videlt apud London pred' in Parochia & Warda pred' Quodq; pred' ꝓmiſſion & aſſumpc̄on' in pred' brevi original' prefat' Franc̄i in vita ſua ut prefertur ꝓſecut' ſpec' & ꝓmiſſion' & aſſumpc̄on' pred' in pred' brevi & narratione ipſius Elizabethe ꝟſus pred' Henricum modo impetrat' ſunt un' & eadem ꝓmiſſion' & aſſumption' ac ꝑ un' & eiſdem cauſis actione rebus & mater̄ & non al' neq; divers̄ Et eadem Elizabetha ulterius dic' q̄d pred' Henricus Every infra ſex annos ꝓx' ante pred' diem impetracon' pred' brevis original' prefat' Franciſci Gargrave in vita ſua ꝟſus ipſum Henricum ut prefertur ꝓſecut' aſſumpſit ſup ſe modo & forma ꝓut ipſa eadem Elizabeth ſuperius inde ꝟſus eum narravit Et hoc parat' eſt ꝟificare unde eadem Elizabetha pet' Judicium & dampna ſua occone premiſs̄ ſibi adjudicari &c. Demurrer & Joinder en Demurrer.

Retorne de Briefe.

Prout per Record.

Mort del Teſtator del Pl. pendente Brevi.

Averment que le Def. ad aſſume, &c. deins 6 anns. de dit Original.

PUR le Plaintiff fuit inſiſt que cet Caſe fuit deins le Equity de Stat. de 21 *Jac. cap.* 16. *Par.* 4. per que eſt ꝓvide que ſi en aſcun de dits Suits un Judgment done pur Plaintiff ſoit reverſe ou Judgment ſoit arreſt apres Verdict ou ſi l'Action ſoit per Original & que le Defendant ſoit utlage & apres reverſera le Utlary; que en touts tiels Caſes le party Plaintiff ſes Heires Executors, *&c.* poient commence un novel Action deins un an apres,

† *&c.*

&c. Mes *per Cur.* coment ceo eſt dure Caſe, uncore le Stat. n'ad provide pur ceo, & le Defendant ad Judgment pur luy. *Lutwyche* fuit Accounſel ove le Plaintiff.

Trippet v. *Naylor.*

Winford. Hill. 13 Will. 3. Regis, &c. Ro. 1106.

Narr'. 1 Maij 13 W. 3. *Indebit' Aſſumpſit* pur biens vend.

Ebor' ſſ. Savile Naylor nup̃ de Wakefield in Com̃ p̃d Mercator attach̃ fuit ad reſpondend̃ Rob̃to Trippett de placito tranſgr̃ ſup̃ caſum &c. Et unde idem Rob̃tus p̃ Joh̃ Lyndley Attorn̄ ſuū queritur quare cum p̃d Savile primo die Maij anno regni Dn̄i Regis nunc decimo tertio apud Wakefield p̃d indebitat̃ fuiſſet eidem Rob̃to in viginti trib; libris & novemdecim ſolid̃ legalis monet̃ Angl' p̱ diverſis bon̄ mercimon̄ & merchandiz' p̃ p̃fat̃ Rob̃tū eidem Savile ante tempus illud vendit̃ & delibat̃ Et ſic inde indebitat̃ exiſten̄ p̃d Savile in conſideratione inde ſup̃ ſe aſſumpſit & eidem Rob̃to adtunc & ibm̄ fidelit̃ p̱miſit q̃d ipſe p̃d Savile p̃d viginti tres libras & novemdecim ſolid̃ eidem Rob̃to cum inde poſtea requiſit̃ fuiſſet bene & fidelit̃ ſolvẽ & contentare vellet

2 Narr'. *Quantum mer'* pur biens vend.

Cumq; etiam p̃d Savile eodem primo die Maij anno decimo tertio ſup̃dict̃ apud Wakefield p̃d in conſideracõne q̃d ipſe idem Rob̃tus ad ſpecial' inſtanc' & requiſicõn̄ ipſius Savile vendidiſſet & deliberaſſet eidem Savile diverſa al' bon̄ mercimon̄ & merchandiz' ſup̃ ſe aſſumpſit & eidem Rob̃to adtunc & ibm̄ fidelit̃ p̱miſit q̃d ipſe pred̃ Savile tant̃ denar̃ ſum̃as quant̃ bon̄ mercimon̄ & merchandiz' ill' ult̃ mencõnat̃ tempore vendicõn̄ & deliberacõn̄ eorundem rationabilit̃ valebant eidem Rob̃to cum inde poſtea requiſit̃ fuiſſet bene & fidelit' ſolvẽ & contentare vellet Et idem Rob̃tus in facto dicit q̃d bon' mercimon' & merchandiz' ill' ult̃ mencõnat̃ tempore vendicõn' & deliberacõn' eorundem rationabilit̃ valebant al' viginti tres libr̃ & novemdecim ſolid̃ legalis monete Anglie videlt apud Wakefield p̃d unde p̃d Savile poſtea ſcilt die & anno ult̃ ſupradict̃ ibm̄ notitiam habuit

Notice.

p̃d tamen Savile ſepal' p̱miſſion' & aſſumpcõn' ſuas p̃d min̄ curans ſed machinan̄ & fraudulent̃ intendens eundem Rob̃tum in hac parte callide & ſubdole decipere & defraudare p̃d ſeperal' denar̃ ſummas ſeu aliquem inde denar̃ eidem Rob̃to (licet ad hoc faciend̃ p̃d Savile poſtea ſcilt eodem primo die Maij anno decimo tertio ſupradict̃ apud Wakefield p̄d & ſepius poſtea ꝑ eundem Robtum requiſiti fuiſſet) non ſolvit ſeu ꝓ eiſdem aliqualit̃ contentavit ſet illi ei hucuſqȝ ſolv̾e ſeu ꝓ eiſdem aliqualit̃ contentare om̄ia recuſavit & adhuc recuſat ad dampnu͂ ipſius Robti quadraginta librarum Et inde ꝓduc̃ ſectam &c.

Barr. Per Compoſic' ove le Pl. & auters Creditors.

Et p̄d Savile ꝑ Thomam Brooke Attorn' ſuu͂ ven' & defend' vim & injur̃ quando &c. Et dic̃ q̄d p̄d' Robtus acc̄onem ſuam p̄d' inde v̾ſus eum habere non debet quia dic̃ q̄d viceſimo nono die Januarij anno Dn̄i mill̃imo ſexcenteſimo nonageſimo nono apud Wakefield p̄d' ꝑ quoddam ſcriptum adtunc & ibm factum eidem Savile ꝑ p̄dcm Robtu͂ & quoſdam Ricum Gray Andream Perrott Robtum Leach Lawrentium Cockell Thomam Birkhead Willm Andrew Jacobu͂ Bateman Mil' & Robtu͂ Hackſhaw Creditores ipſius Savile Quod quidem ſcriptu͂ tam ſigill' ipſius Robti Trippett quã ſigillis p̄d' al' ſeperalm̃ pſonaru͂ ꝑ nomina Robti Trippett de Hull mercatoris Ricĩ Gray de eadem mercatoris Andree Perrott de eadem mercatoris Robti Leach de Rachdale Lawrencij Cockell & Thome Birkhead omnes de Wakefield Willi Andrew Jacobi Bateman Mil' Robti Hackſhaw mercatores creditores p̄d' Savile ſignat̃ hic in Cur' ꝓfert cujus dat̃ eſt eiſdem die & anno recitando q̄d cum p̄d Savile tunc deb̾e & v̾e indebitat̃ fuiſſet p̄dcis creditorib; in diverſis & ſeperalib; denar̃ ſum̄is que ob rationem multor̃ debitor̃ adtunc ei ſimilit̃ debit̃ non potuerunt haberi & recuperari ſine aliqua dil̃one temporis Anglice ſome reſpite of Time ipſo p̄d' Savile tunc impoten' exiſten' ſolv̾e nec ad aliquod tempus in futur̃ foret in aliqua ꝓbabilitate Anglice Likelyhood ſine licentia eor̃ & dil̃one Anglice reſpite ſive tempore ipſi p̄d' Savile in ea parte dand' Ergo omnes & ſinguli creditores p̄d' p̾miſſa conſideran' Anglice taking the ſame into Conſideration deder̃ & conceſſer̃ & ꝑ ſcriptu͂ p̄dcu͂ quilibet eor̃ ſeperatim & reſpective ꝓ ſeipſo Executorib; & Adminiſtratorib; ſuis etiam dedit & conceſſit p̄dc̄o Savile ſecur̃ & ſalvum conduct̃ & ſpecial' licenc̃ q̄d ipſe p̄dcus Savile ſervi & agentes ſui cum omnib; mercib; denar̃ mercandizis bonis & catallis ſuis quib;cunqȝ ad quodlibet & omnia tempus & tempora a dat̃ ſcripti p̄d' uſqȝ plenu͂ finem & terminu͂ duor̃ annor̃ ex tunc ꝓx' ſequen' ſecure & quiete adirent & abirent ad negotiand' res & negotia ſua Et q̄d venirent Anglice repare redirent comorarent habitar̃ & continuar̃ cum in ad & ab p̄dc̄a villa de Wakefield & ad quemlibet & omnes locum & locos in hoc regno Anglie ad intenc̄on' q̄d ipſe p̄dcus Savile veniret & conferret Anglice confer & colloqueretur cum p̄dcis creditorib; de ſatiſfactione debit̃ p̄d' ſine aliquo impedimento ſecta diſtrictione turbatione arreſtatione attachiament̃ ſeu aliqua

Le Compoſit' produce en Court.

Recital, &c.

Le Matter de Compoſit.

moleſtatione ſcient Anglice wittingly ſive voluntarie de ſeu per p̄dcos creditores habit fact ſeu incept ꝓſecut p̄ſeitat ſive ꝓcurat erga corp̄ p̄dci Savile ſervorum ſeu agentium ſuorum ſive verſus bona catalla vel debit ꝑ vel ob rationem aliquorum debi ſive debit Anglice Duty ſummatim denar per ipm debit Anglice owing creditorib̄ p̄dcis ſeu alicui eorundem Et predcus Robtus Trippett & omnes & ſinguli creditores predci per ſcriptum predcm ꝑ ſeipſis & quolibet eorum heredib̄ Executorib̄ & Adminiſtratorib̄ ſuis convener ꝓmiſer & conceſſer ad & cum predco Savile Executoribus & Adminiſtratoribus ſuis Quod ſi contrario ad aliquam partem ejus & clauſulam ipſorum conceſſion' ſive licenc ad aliquod tempus ſive tempora contingeret predcm Savile ejus Executores Adminiſtratores ſervos bona & catalla ſeu debita durantibus predict' duobus annis fore ſcient' Anglice wittingly ſive voluntarie impediri Anglice letted turbari ſectari Anglice ſued attachiari ſeu arreſtari per predcos creditores ſeu per aliquem ipſorum ſive per conſenſum vel ꝓcurament' ipſorum ſeu alicujus illorum ꝓ ſive concernen' debo ſeu debis ſive aliqua parte ſeu parcel' eorundem tunc debit' predcis creditoribus ſeu alicui eorum per aliquem modum ſive rationem quamcunq; Quod tunc & ex omnibus temporibus poſtea ſcriptum predcm foret predco Savile Executoribus & Adminiſtratoribus ſuis erga predict' creditores & erga quemlibet eorum Executorum Adminiſtratorum & Aſſign' eorum ꝑ quos & ob quos Anglice through whom ac ob cujus debum & occonem Anglice means accideret predcm Savile Executores Adminiſtratores ſervos bona & catalla ſeu debit' ita attachiari arreſtari vel ſectari Anglice ſued ꝑ aliquem legis Ordinem clarā ſufficien' & abſolut acquietanc & general relaxacon̄ imppetuum & ꝓ omnibus actionibus ſectis debis & demand que quilibet creditorum ꝑ quem & ꝓ cujus debo ſive occone Anglice means foret & contingere poterit p̄dcum Savile ejus Executores Adminiſtratores ſervos bona & catalla ſive deba ita attachiari arreſtari ſectari Anglice ſued ſive moleſtari ut prefertur haberent ſeu habere poterint clamarent vindicarent ſeu demandarent de vel erga p̄dcm Savile ejus Executores Adminiſtratores ſervos bona & catalla ſeu deba ſive aliqua eorundem ꝓut per ſcriptum predcm plenius apparet Et predcus Savile ulterius dic q̇d ipſe predco viceſimo nono die Januarij anno Dni millimo ſexcenteſimo nonageſimo nono ſupradicto exiſten' die dat ſcripti predci juſte indebitat fuit pred' Robto Trippett in pred ſeperal' denar ſummis in narr pred' mencõnat Et pred Savile ulterius dic q̄d pred Robtus Trippett infra duos annos a dat ſcripti predci ſcilt ſecundo die Junij anno regni Dni Regis nunc tertio decimo ſcient & voluntarie

Debt al Pl. confeſs.

Pl. deins le done al Def. &c. ſue le Def. pur ſon debt.

tarie pſecut̃ fuit extra Cur̃ dicti Dñi Regis de Banco hic ſcilt apud Weſtm̃ in Com̃ Midd̃ quoddam bre dci Dni Regis nunc vocat̃ a Capias ad reſpondend̃ v̄ſus p̄fat̃ Savile p nomen Savile Naylor de Wakefield in Com̃ p̄dc̄o mercatoris tunc Vic̃ Ebor direct̃ per quod quidem Bre idem Dnus̃ Rex nunc eidem tunc Vic̃ precepit quod caperet p̄dcm̃ Savile Naylor ſi &c. Et ſalvo &c. Ita quod haberet corpus ejus coram Juſtic̃ dci Dni Regis hic ſcilt apud Weſtm̃ a die Sc̄e Trinitatis in tres Septimanas tunc px' ſequen̄ ad reſpondend̄ p̄dc̄o Robto Trippett de placito quare vi & armis clauſum ipſius Robti apud Caſtr̃ Ebor fregit & al' enormia ei intulit ad grave dampnum ipſius Robti Trippett & contra pacem Dñi Regis nunc &c. cum acetiam ſup aſſumpc̄onem ad dampnum ipſius Robti Trippett viginti & triu librarū & novemdecim ſolidorū ſecundm̃ conſ̃ Cur̃ p̄d̃ ut tunc dixit quod quidem Bre poſtea & ante retorn' ejuſdem ſcilt decimo ſexto die Junij anno Regni Dñi Regis nunc tertio decimo delibat̃ fuit Robto Conſtable Ar' tunc Vic̃ Com̃ p̄d' in deba juris forma exequend̄ virtute cujus quidem Brevis p̄d̃ tunc Vic̃ poſtea & ante retorn̄ ejuſdem ſcilt eodem decimo ſexto die Junij anno tertio decimo ſupradicto idm̃ tunc Vic̃ Com̃ p̄d' per Warrant̃ ſuū ſub ſigillo Officij ſuj Vic̃ mand̄ Dño Manerij de Wakefield & ejus Deputat̃ quod caperet ſeu &c. Capiat p̄dcm̃ Savile Naylor ſecdm̃ effecm̃ Bris̃ illius Qui quidem Dñus Manerij de Wakefield habet Execuc̄on̄ & retorn̄ omniū Brim̃ & Warr̃ pro Manerio de Wakefield virtute cujus quidm̃ Bris̃ & Warr' Dnus̃ Manerij de Wakefield predict' poſtea & ante retorn̄ ejuſdem Bris̃ ſcilt decimo nono die Junij anno tertio decimo ſupradicto apud Wakefield p̄dcam̃ cepit arreſtavit & impriſonavit p̄d' Savile quouſq; p̄d' Savile poſtea ſcilt eiſdem die & anno ult menc̄onat̃ apud Wakefield p̄d' per nomen Savile Naylor de Wakefield in Com̃ Eborū mercator' quidam Georgius Dixon per nomen Georgij Dixon de eadem Haberdaſher & Thomas Brooke Gen̄ per nomen Thome Brooke de eadem Gen̄ devenei per quoddam ſcriptum ſuū conjunctim & diviſim tent' & obligat̃ prenobili Duci de Leeds ut Dño Manerij de Wakefield p̄d in quadragint̃ & ſex libr' ſolvend' eidem Duci cum inde requiſit̃ fuiſſent cum conditione tamen eidem ſcripto Obligator' ſubſcript' q̄d ſi ſuper obligat̃ Savile compareret coram Juſtic' dicti Dñi Regis de Banco apud Weſtm̃ a die Sc̄e Trinitat̃ in tres Septimanas tunc prox' ſequen̄ ad reſpondend' p̄dc̄o Robto Trippett de placito tranſgr̃ ſuper caſum ſuper aſſumpc̄onem ad dampnum ipſius Robti Trippett viginti & trium librarum & novemdecim ſolidorum quod tunc ſcriptum obligatorium ill' vacuum

Def. arreſt per *Capias* al ſuit de Pl.

Bail trove per le Def.

um foret aliter remanere in virtute Ac idem Savile ulterius dic q̄d ipſe pred' Savile ad diem & locum pred' in Bři ill' ut prefertur mencōnat comperuit coram Juſtic' dči Dñi Regis apud Weſtm ad pred' tres Septimanas Scē Trin' tunc prox' ſequen' ad reſpondend' pred' Roberto Trippett de pred' plito transgr̄ ſuper caſum ſuper aſſumpcōnem ad dampnum ipſius Roberti Trippett viginti & trium librarum & novemdecim ſolid' ſecdm formam & effecm condicōnis pred' & ſecdm conſ' Cur Dñi Regis de Banco hic Et ſuperinde pred' Robertus Trippett infra duos annos a dat ſcripti pred' ſuperius prius mencōnat ſcilt Termino Sči Michaelis anno regni dči Dñi Regis nunc tertio decimo ipſum Savile ulterius ſcient & voluntarie proſecut fuit & narravit in Cur Dñi Regis de Banco hic de plito pred' vſus ipſum Savile modo & forma ſupradict in narr ipſius Roberti Trippett ſuperius modo mencōnat' Et ſuperinde pred' Savile per pred' Thomam Brooke Attorn' ſuum ven' & defend' vim & injur' quando &c. Et tunc pet' licenc inde interloquend' hicuſq; ad hunc diem ſcilt in Octab Sči Hillarii & huit &c. Idem dies dat' fuit prefat' Roberto Trippett hic &c. prout per recordum inde in eadem Cur hic remanen' plenius apparet Et pred' Savile dic q̄d arreſtacō & proſecucō pred' fuer pro pred' ſeperal denar ſummis in narr pred' mencōnat' per ipſum Savile eidem Roberto Trippett die dat' ſcripti pred' ſuperius prius menconat' Ac qd' ipē idem Savile occōne arreſtacōnis & proſecucōn' ſecte predcē p ipſum Robertum Trippett ſicut prefertur fact' valde impedit' & moleſtat' fuit in corpore rebus & negotiis ſuis licitis agend' videlt apud Wakefield pred' Et hoc parat' eſt verificare unde pet' Judiciū ſi pred' Robertus Trippett accōnem ſuam pred' inde vſus eum habere debeat &c.

Repl' Oyer del fait.

Et pred' Robertus pet' auditum ſcripti pred' Et ei legitur in hec Verba: To all Chriſtian People to whom theſe Preſents ſhall come, we *Robert Trippett* of *Hull* Merchant, *Richard Gray* of the ſame, Merchant; *Andrew Parrot*, of the ſame, Merchant; *Robert Leach*, of *Rachdale*; *Lawrence Cockell, Tho. Birkhead, Eliz. Briggs*, all of *Wakefield*, Merchants; *William Andrews*, Sir *James Bateman*, Mil. *Robert Hackſhaw*, Merchants

Creditors of *Savile Naylor* of *Wakefield* in the County of *York* Merchant, ſend Greeting in our Lord God Everlaſting. **Whereas** the ſaid *Savile Naylor* is at the preſent duly and truly indebted unto the ſaid Creditors in divers and ſeveral Sums of Money, which by reaſon of many Debts that are likewiſe owing to him, and cannot be had and recovered without ſome reſpite of time, he being at preſent not able to pay, nor at any time to come will be in any likelyhood without our licence and reſpite, or time to him to be

given in that behalf: **Know ye** therefore, That we, all and every of the Creditors, taking the ſame into tender conſideration, have granted and by theſe preſents every one of us ſeverally and reſpectively for himſelf, his Executors and Adminiſtrators, alſo giveth and granteth unto the ſaid *Savile Naylor* our ſure and ſafe Conduct and ſpecial Licence, that he the ſaid *Savile Naylor*, his Servants and Agents, with all their Wares, Moneys, Merchandizes, Goods and Chattels whatſoever, at all and every time and times hereafter, from the date hereof until the full end and term of two years from thence next enſuing, ſhall and may ſafely, quitely and peaceably come and go to negotiate his Affairs and Buſineſs, repair, return, ſojourn, dwell and abide within, to and from the ſaid Town of *Wakefield*, and at all and every other place or places in this Realm of *England*, to the intent he may come and confer and talk with us about the ſatisfaction of the ſaid Debt, without any Lett, Suit, Diſtreſs, Trouble, Arreſt, Attachment, or other Diſturbance, wittingly or willingly, of or by us to be had, made or commenced, ꝓſecuted, p̄ſented or ꝓcured againſt the Body of the ſaid *Savile Naylor*, his Servants or Agents, Goods, Chattels or Debts, for or by reaſon of any Debt, Duty, Sum of Money, due and owing by him to us or any of us. And we all and ſingular of the ſaid Creditors, for us and every of us, our Heirs, Executors and Adminiſtrators, do by theſe preſents covenant, promiſe and grant to and with the ſaid *Savile Naylor*, his Executors and Adminiſtrators, That if, contrary to any part and clauſe of this our Grant and Licence, in any time or times it ſhall happen to the ſaid *Savile Naylor*, his Executors, Adminiſtrators, Servants, Goods, Chattels and Debts, during the ſaid two years, to be wittingly or willingly letted, troubled, ſued, attached or arreſted by us, or any of us, or by the conſent or procurement of us, or any of us, for or concerning the ſaid Debt or Debts, or any part or parcel thereof, now owing to us or any of us, by any ways or means whatſoever, that then at all times after theſe Preſents ſhall be unto and for the ſaid *Savile Naylor*, his Executors and Adminiſtrators, againſt us and every of us, our and every of our Executors, Adminiſtrators and Aſſigns, by whom and through whom, and whoſe Debt or means it ſhall happen the ſaid *Savile Naylor*, his Executors, Adminiſtrators, Servants, Goods, Chattels and Debts ſo to be attached, arreſted or ſued by any Order of Law, a clear, ſufficient and abſolute Acquittance and general Releaſe for ever, and for all Actions, Suits, Debts and Demands that any ſuch of us by whom and by whoſe Debt or means it ſhall or may fortune or happen the ſaid *Savile Naylor*, his Executors, Adminiſtrators, Servants, Goods, Chattels or Debts ſo to be attached, arreſted, ſued or troubled as aforeſaid, ſhall or may have,

claim, challenge or demand of or againſt him the ſaid *Savile Naylor*, his Executors, Adminiſtrators, Servants, Goods, Chattels or Debts, or any of them. **In witneſs** whereof the parties to theſe preſents have ſeverally put to their Hands and Seals the 29th day of *January*, 1699. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront priſe al ceſt Declaration.

1. Que le fait de compoſition portant date devant le ꝑmiſes en Narr', un traverſe duiſſoit aver eſtre priſe, &c.
2. Que le Plea ne fuit bien conclude, car le fait operate come un Releaſe, & accordant al ceo doiet eſtre pleade, & quant al ceo *vid.* 21 *H.* 7. 30. *Br. Defeaſans* 16. Et auxi *Buſtly* & *Walſh*'s Caſe, *Hill.* 5 *W.* & *M. Rot.* 1839. *C. B.* un Caſe en point; Mes ceux points ne fueront reſolve, per reaſon del mort de Pl. Mes Juſtice *Powell* dit apres publiquement en Court, que Juſtice *Gould* ad informe luy, que ceo fuit le fault pur que Judgment fuit done encounter le Def. en le diſt Caſe de *Buſtly*. *Lutwyche* Accouncel ove le Pl.

Yeoman v. *Barſtow*.

Winford. Trin. 13 W. 3. Regis.

1 Narr' en Aſſumpſit ſur ſpecial Promiſe.

Civit' Ebor' ſſ. Thomas Barſtow nuper de Civit Eboꝝ in Com Civit Eboꝝ Gen attach fuit ad reſpondend Doꝛcadi Yeoman vid de plito tranſgr ſuper caſum &c. Et unde eadem Doꝛcas per Will'm Whitehead Attoꝛn ſuū queritur quare cum pꝛed Doꝛcas tertio die Junij anno Dni millimo ſexcenteſimo nonageſimo ſexto apud Civit Eboꝝ pꝛed poſſeſſionat fuiſſet de & in ſeperalib; pecijs malleat Argentee monet Anglice hammer'd ſilver Money exiſten cuneus Anglice the Coyn hujus Regni Angl' attingen in Nũmo & computacon Anglice in number and tale ad ſum̃am treſcent libr monet Anglican ut de monet ipſius Doꝛcadis ꝓpr pꝛedc Doꝛcade ſic inde poſſeſſionat exiſteñ pꝛed' Thomas poſtea ſcilt eodem tertio die Junij año millimo ſexcenteſimo nonageſimo ſexto ſupꝛadicto apud Civit Eboꝝ pꝛed' in conſ q̃d eadem Doꝛcas ad ſpecial' inſtanc & requiſic̃onem ipſius Thome ſolvet eidem Thome monet pꝛed' ſuper ſe aſſumpſit & eidem Doꝛcadi adtunc & ibm fidelit ꝓmiſit q̃d

Le conſiderat', & promiſe ſur ceo.

q̄d ipſe idem Thomas ſum̄am trecent' lib̄ in nova molit Argentea Anglican monet Anglice new mill'd ſilver Engliſh Money unacum ſum̄a quatuor lib̄ & decem ſolid' ꝑ qualibt cent lib̄ inde attingen ad tresdecim libr' & decem ſolid' humoi novem molit Argentee Anglican' monet ꝑ intereſſe ſive conſideracon' Anglice for Intereſt or Conſideration ꝑ pred' trecent lib̄ pred' veteris malleat Argentee monet ad finem octo menſium poſt humoi ſolucon' inde eidem Dorcadi bene & fideliter ſolve & contentare vellet Et pred' Dorcas in facto dicit q̄d ipſa pred' ꝑmiſſion & aſſumpcon' prefat Thome in forma pred' fact fidem adhibens poſtea ſcilt pred' tertio die Junij anno millimo ſexcenteſimo nonageſimo ſexto apud Civit Ebor pred' ad ſpecial' inſtanc & requiſicon' ipſius Thome ſolvit prefat Thome ov̄es pred' ſeperal' pecias veteris malleat Argentee monet attingen' in numero & computacon' ad pred' ſum̄am trecent' lib̄ monete Anglican'

Breach de Promiſe.

Et pred' Dorcas ulterius in facto dicit q̄d pred' Thomas ad finem pred' octo menſium ſeu unquam antea aut poſtea hucuſq; non ſolvit eidem Dorcadi pred' ſum̄am trecent lib̄ in nova molit Argentea Anglican' monet' unacum pred' tredecim lib̄ & decem ſolid' humoi nove molit Argentee Anglican' monet ꝑ intereſſe ſive conſideracon' ꝑ pred' trecent' lib̄ pred' veteris malleat Argentee monet ꝑ tempore pred' ſeu aliqm inde denar' juxta pred' ꝑmiſſion' & aſſumpcon' prefat Thome

2 Narr' *Indeb. Aſſ.* pur diverſe pieces de *hammer'd Silver Money*.

Cumq; etiam pred' Thomas Barſtow poſtea ſcilt decimo die Februarij anno Dn̄i millimo ſexcenteſimo nonageſimo ſexto apud Civit Ebor pred' indebitat fuiſſet eidem Dorcadi in trecent & tredecim lib̄ & decem ſolid' legalis monet Angl' ꝑ diverſis al' pecijs veteris malleat Argentee monet Anglice old hammer'd ſilver Money exiſten̄ cuneus Anglice the Coyn hujus Regni Anglie per eandem Dorcadem prefat Thome ad ſpecial' inſtanc & requiſicon' ſuas antetunc vendit & delibat Et ſic inde indebitat exiſten' pred' Thomas in conſ inde poſtea ſcil't eodem decimo die Februarij anno mill'imo ſexcenteſimo nonageſimo ſexto ſupradicto apud Civit' Ebor pred' ſuper ſe aſſumpſit & eidem Dorcadi adtunc & ibm fidelit ꝑmiſit q̄d ipſe idem Thomas ſolveret eidem Dorcadi pred' ſum̄am trecent & tredecim lib̄ & decem ſolid' ult mencōnat cum inde poſtea requiſit eſſet

3 Narr' pur deniers recept' del Pl.

Cumq; etiam pred' Thomas poſtea ſcilt undecimo die Februarij an̄o millimo ſexcenteſimo nonageſimo ſexto ſupradicto apud Civit Ebor pred' indebitat fuiſſet eidem Dorcadi in al' trecent' lib̄ legalis monet' Angl' ꝑ denar per prefat Thomam de eadem Dorcade ad ſpecial' inſtanc & requiſitionem ipſius Thome antetunc mutuat hit' & recept' Et ſic inde indebitat' exiſten' pred' Thomas in conſ inde poſtea ſcilt eodem undecimo die Februarij an̄o millimo

ſimo ſexcenteſimo nonageſimo ſexto ſupꝛadicto apud Civit' Eborum pꝛed' ſuper ſe aſſumpſit & eidem Doꝛcadi adtunc & ibm fidelit' ꝓmiſit q̄d ipſe idem Thomas pꝛed' trecent' libꝛ̄ ult' mentionat' eidem Doꝛcadi cum inde poſtea requiſit' eſſet bene & fidelit' ſolvere & contentare vellet Cumqꝫ etiam pꝛed' Thomas poſtea ſcilt decimo die Febꝛuarij año milľimo ſexcenteſimo nonageſimo ſexto ſupꝛadicto apud Civit' Eboꝝ pꝛed' indebitat' fuiſſet eidem Doꝛcadi in al' trecent' libꝛ' conſiſtis monet' Angľ ꝓ al' denar' per pꝛefat' Thomam ad uſum ipſius Doꝛcadis antetunc hit & recept' Et ſic inde indebitat' exiſten' pꝛed' Thomas in conſ̄ inde poſtea ſcilt eodem duodecimo die Febꝛuarij anno ſupꝛadicto apud Civit' Eboꝝ p̄d' ſuper ſe aſſumpſit & eidem Doꝛcadi adtunc & ibm fidelit' ꝓmiſit q̄d ipſe idem Thomas p̄d' trecent' libꝛ' ult' mentionat' eidem Doꝛcadi cum inde requiſit' eſſet bene & fidelit' ſolvere & contentare vellet Pꝛedict' tamen Thomas ſeperal' ꝓmiſſion' & aſſumpcon' ſuas pꝛed' in foꝛma pꝛed' fact' mĩe curans ſed machinans & fraudulent' intendens pꝛefat' Doꝛcad' de pꝛed' ſeperal' denar' ſum̄is callide & ſubdole decipere & defraudare pꝛed' ſeperal' denar' ſum̄as ſeu aliquem inde denar' eidem Doꝛcadi non ſolvit ſeu ꝓ eiſdem aliqualit' contentavit licet ad hoc faciend' pꝛed' Thomas poſtea ſcilt viceſimo die Febꝛuarij anno ſupꝛadicto apud Civit' Eboꝝ & ſepius poſtea ibm per pꝛefat' Doꝛcadem requiſit' fuiſſet ſet ill' ei hucuſq; ſolvere ſeu pꝛo eiſdem aliqualit' contentare oīo recuſavit & adhuc recuſat unde eadem Doꝛcas dicit q̄d deterioꝛat' eſt & dampnū h̄et ad valenc' quingentaꝝ libꝛ̄ Et inde ꝓduc' ſectam &c.

SUr *Non Aſſumpſit*, & Iſſue priſe ſur ceo, Verdict fuit done pur le Pl. & apres ſeveral debates per Councel de ambideux partes, & grand conſideration priſe per le Court per le ſpace de deux Terms apres les Arguments del Councel, Judgment per le Opinion de tout le Court fuit done pur le Pl. en *Trin. Terme*, 1 *Annæ* R. 1702. Il fuit agree, que s'il appiert per le monſtrans del Pl. en ſa Declaration que le Contract fuit uſurious, & ne poiet eſtre auterment, que Judgment doiet eſtre done envers luy. Mes ils fueront de Opinion que il ne appiert icy, que de neceſſity le Contract eſt uſurious, & le Jury aiant trove le Aſſumpſit, ils ne voilont ceo intend, mes le contrary; & Juſtice *Powell* dit que le conſideration del ꝓmiſe icy eſt *quod præd' Quer' ſolveret præd' Def. præd'* 300 l. Iſſint que eſt nul loane icy, & ſans ceo ne poiet eſtre aſcun Uſury, & ils ne voilont intend un loane, ſi non le Jury avoient ceo trove; mes ils ount trove que le Def. aſſumpſit, & per luy (*& ut puto*) per Juſtice *Blencow* auxi, ſi home ad grand occaſion pur Guineas, & poiet faire grande advantage per eux, & al ceſt purpoſe done al auter Argent ouſter le value de eux, ceo n'eſt uſury. Et per J. *Powell* il y a grand difference enter *Intereſſe lucri*, & *Intereſſe damni*; & il pur ceo cite *Grotius de Jure Belli & Pacis* lib. 2. cap. 12. par. 20 & 21. Et per luy, Debt ne giſt pur Intereſt. 2 *Rolls Abr.* 82. 1 *Ven.* 198. *Pratt* & *Hooke* fueront Ac. councel ove le Def. *Carthew* & *Lutwyche* pur le Pl.

Lawſon v. *Lamb.*

Winford. Hill. 12 W. 3. Rot. 1560. in C. B.

Declar' ſur Aſſumpſit per un Aſſignee de Commiſſioners de Bankrupt ſur Bill d'Exchange.

Le Cuſtom.

London' ſſ. JOſhua Lamb nuper de London Yeom' attach fuit ad reſpondend' Willo Lawſon aſſign' debor' Johis Keighley Decoctoris juxta formam Statut' de Decoctoribus edit' & ꝓvis' de plito tranſgr' ſuper caſum &c. Et unde idem Willus per Johem Lyndley Attorn' ſuū queritur qd cum infra hoc Regnū Angl' modo ſit & heatur & a tempore cujus contrar' memoria hominū non exiſtit fuit & hebatur talis conſuetudo inter Mercatores & al' perſonas in via mercandizan' negocian' & comercio uten' infra hoc Regnū Anglie uſitat' obtent' & approbat' videlt qd' ſi aliquis Mercator aut alia perſona ſic negocian' ſeu comercio uteñ ſecundum uſum Mercatoꝝ fecerit aliquam billam ſive notam in ſcriptis manū ſua ꝓpꝛ' ſubſcript ac ꝑinde ꝑmiſit ſolvere ad aliquod tempus inde ſpecificat alicui alii Mercatori ſive perſone commercio uten' in humoi billa nõiat' vel ordini Anglice or Order aliquam denarioꝝ ſumam in humoi billa mentionat' tunc humoi Mercator ſive perſona que billam illam ſic fecerit onerabilis fuit & a toto tempore ſupradicto onerabilis & onerat' eſſe conſuevit ad ſolvend' humoi denarioꝝ ſumam in humoi Billa mentionat' humoi perſone in eadem billa nõiat' cui humoi ſolutio ſic promiſſa fuit fiend' juxta tenorem & effectum ejuſdem bille Cumq; etiam nono die Aprilis año Dni milleſimo ſeptingenteſimo & diu antea & poſtea tam pred' Joſhua quam prefat' Johes Keighley fuer' perſone ſic ut prefertur negocian' & comercio uten' infra hoc Regnum Angl' videlt apud London in parochia be Marie de Arcubȝ in warda de Cheape Idemq; Joſhua eiſdem die & anno apud London pred' in paroch & warda pd ſecundum uſum Mercatoꝝ fecit quandam billam ſuam ſive notam in ſcriptis geren' dat' eiſdem die & anno manu ſua ꝓpꝛ' ſubſcript ac ꝑinde ꝑmiſit ſolvere pfat' Johi Keighley vel ejus ordini Anglice order ſup viceſimū tertiū diem illius

Bill ou Note trahe per le Def. per que il promiſe a payer al Bankrupt, &c. 80 l.

tunc inſtan̄ Apꝛilis ducentas & octoginta libꝛas legalis monete Anglie ꝑ quod p̃d Joſhua ſecundum conſuetudinem p̃dcam̄ devenit & fuit onerabilis ad ſolvend̄ eidem Joħi Keighley p̃dcas̄ ducentas & octoginta libꝛas juxta tenoꝛem ejuſdem bille Et ſic onerabilis exiſten̄ p̃d Joſhua poſtea ſcil't nono die Junij anno Dn̄i ſupꝛadicto apud London p̃dcam̄ in paroch̄ & warda p̃d in conſ̄ inde ſuꝑ ſe aſſumpſit & eidem Will'o aſſign̄ deboꝝ p̃dci Joħis Keighley exiſten̄ adtunc & ibm fidelit' ꝓmiſit q̃d ipſe p̃d Joſhua eaſdem ducentas & octoginta libꝛas eidem Will'o bene & fideliter ſolvere & contentare vellet

Indebit' Aſſumpſit.

Cumq; etiam p̃d Joſhua p̃dco nono die Junij anno Dn̄i ſupꝛadicto indebitat' fuiſſet eidm̄ Will'o aſſign̄ deboꝝ p̃fat' Joħis Keighley ut p̃fertur exiſten̄ in al' ducentis & octoginta libꝛis legalis monete Anglie ꝓ denar' de p̃fat' Joħe Keighley ꝑ p̃d Joſhuam antetunc ex mutuo hit' & recept' Et ſic inde indebitat' exiſten̄ p̃d Joſhua poſtea ſcil't eiſdem die & anno ult' ſup̃dictis apud London p̃d in parochia & warda p̃d in conſideracōne inde ſuꝑ ſe aſſumpſit & eidem Will'o adtunc & ibm fidelit' ꝓmiſit q̃d ipſe p̃dcus̄ Joſhua eaſdem ducentas & octoginta libꝛas ult' mencōnat' eidem Will'o bene & fideliter ſolv̄e & contentare vellet

Account.

Cumq; etiam p̃dcus̄ Joſhua p̃dco nono die Apꝛilis anno Dn̄i ſupꝛadicto apud London p̃d in parochia & warda p̃d inſimul computaſſet cum p̃fat' Joħe Keighley de diverſis denarioꝝ ſum̄is p̃fat' Joħi Keighley ꝑ p̃d Joſhuam ante tempus illud debit' & inſolut' Et ſuper compō illo p̃d Joſhua adtunc & ibm invent' fuiſſet in arrerag' erga p̃fat' Joħem Keighley in al' ducent' & octoginta libꝛis legalis monet' Anglie Et ſic in arrerag' invent' exiſten̄ p̃dcus̄ Joſhua poſtea ſcil't p̃d nono die Junij anno Dn̄i ſup̃dicto apud London p̃d in parochia & warda p̃d in conſideracōne inde ſuꝑ ſe aſſumpſit & eidem Will'o aſſign̄ deboꝝ p̃fat' Joħis Keighley tunc exiſten̄ adtunc & ibm fidelit' ꝓmiſit q̃d ipſe p̃d Joſhua dcas̄ ducent' & octoginta libꝛas ult' mencōnat' eidem Will'o bene & fideliter ſolvere & contentare vellet

Auter Indebit' Aſſump'.

Cumq; etiam p̃d Joſhua poſtea ſcil't p̃dco nono die Junij anno Dn̄i millimo ſeptingenteſimo indebitat' fuiſſet eidem Will'o aſſign̄ deboꝝ p̃fat' Joħis Keighley decoctoꝛis exiſten̄ in ſeptuaginta libꝛis legalis monete Anglie ꝓ duab; ſarcinis panni lanei vocat' Half-thicks & duodecim pecijs panni lanei raſi vocat' Yealanders p̃d Joſhue ꝑ p̃fat' Joħem Keighley antetunc vendit' & deliberat' Et ſic indebitat' exiſten̄ p̃dcus̄ Joſhua poſtea ſcil't eiſdem die & anno ult' mencōnat' apud London p̃d in parochia & warda p̃d in conſideracōne inde ſuꝑ ſe aſſumpſit & eidem Will'o aſſign̄ deboꝝ p̃fat' Joħis Keighley ut p̃fertur exiſten̄ adtunc & ibm fidelit' ꝓmiſit q̃d ipſe p̃dcus̄ Joſhua eaſdem ſeptuaginta libꝛas eidem Will'o bene & fidelit' ſolv̄e & contentare

tare vellet predcus̃ tamen Joſhua ſepal' ꝑmiſſion̄ & aſſumpcon̄ ſuas p̃dcas̃ mīē curan̄ ſed machinan̄ & fraudulent̃ intenden̄ eundem Will'um in hac parte callide & ſubdole decipe & defraudare p̃dcas̃ ſepal' denarioꝝ ſum̄as aut aliquem denarium inde eidem Will'o (licet ad hoc faciend̄ p̃dcus̃ Joſhua undecimo die Junij anno mill'imo ſeptingenteſimo & ſepius poſtea apud London p̃d in parochia & warda p̃d requiſit̃ fuit) non ſolvit ſeu aliqualit̃ contentavit ſed ill' ei hucuſq; ſolv̾e om̄io recuſavit & adhuc recuſat ad dampnū ipſius Will'i treſcentaꝝ & quadraginta libraꝝ undecim ſolidoꝝ & ſex denarioꝝ Et inde produc' ſectam &c.

Et p̃d Joſhua Lamb ꝑ Johem White Attorn̄ ſuū ven̄ & defend vim & injur' quando &c. Et dic' qd̄ p̃dcus̃ Will'us acconem ſuam p̃d v̾s eum hēre non debet Quia dic' qd̄ poſt temp9 confeccōnis ſepal' ꝑmiſſion̄ & aſſumpcon̄ in narr' p̃d ſuperius mencōnat̃ & ante diem impetracon̄ Bris Original' p̃d Will'i p̃d ſcilt primo die Octobris anno Dnī ſup̃dicto apud London p̃d in parochia & warda p̃d ipſe idem Joſhua inſimul computaſſet cum p̃fat̃ Will'o de & ꝓ om̄ib; denarioꝝ ſum̄is ꝑ p̃fat' Joſhuam eidem Will'o ante tempus ill' debit̃ Et ſup compō illo ipſe idem Joſhua invent' fuit in arrerag' erga eundem Willm̄ in ſexagint' libr' decem ſolid̄ & quinq; denar' & non amplius Quas quidem 60 l. 10 s. 5 d. ipſe idem Joſhua adtunc & ibm̄ huit recepit & acceptavit eaſdem in plen' ſatisfaction' & exoneracon' om̄' denar' ſummaꝝ in eiſdem ꝑmiſſion' & aſſumpcon' p̃d content̃ & mencōnat̃ Et hoc parat̃ eſt v̾ificare unde pet̃ Judicm̄ & quod p̃d Will'us ab accōne ſua pred' inde v̾ſus ipm̄ Joſhuam hend̄ precludatur &c.

Will. Hall.

Et pred̄ Will'us dic' qd̄ ipſe ꝑ aliquid ꝑ pred̄ Joſhuā ſupius pſitando allegat̃ ab accōne ſua pred̄ inde v̾ſus ipm̄ Joſhuam habend̄ precludi non debet Quia dic' qd̄ ad aliquod tempus poſt confeccon' ſepal' ꝑmiſs' & aſſumpc' in narr' pred̄ ſupius mencōnat̃ Et ante diem impetracon̄ Bris Original' ipſius W. pred̄ Joſhua non inſimul computaſſet cum pred̄ Will'o de & ꝓ om̄ib; denar' ſummis ꝑ pred̄ Joſhuam eidem Will'o ante tempus ill' debit̃ ſeu aliquo inde denar' modo & forma ꝑut pred̄ Joſhua ſupius inde placitando allegavit Et hoc pet̃ quod inquiratur ꝑ patriam.

Ed. Lutwyche.

LE Objection a le Declaration fuit que touts les Proceedings de les Commiſſioners de Banquerupt devoient eſtre alledge a large; mes per reaſon de divers Preſidents accordant al Count icy Judgment per *tot' Cur'* fuit done pur le Pl.

Mannin v. *Cary.*

Tempeſt. Hill. 8 W. 3. Regis. Rot. 396.

Aſſumpſit ſur Bill d'Exchange.

London' ſſ. RIc̄us Cary nuꝑ de Londoñ Mercatoꝛ attach fuit ad reſpondend̄ Jacobo Mannin Geñ de pl'ito transgr' ſuꝑ caſum &c. Et unde idem Jacobus ꝑ Johem Edkins Attoꝛñ ſuū queritur qd̄ cum Civitas Londoñ ſit & a tempoꝛe cujus contrar' memoꝛia hominū non exiſtit fuit antiqua Civitas Cumqꝫ etiam infra eandem Civitatem ħetur & a tempoꝛe cujus contrarij memoꝛia hominum non exiſtit habebatur quedam antiqua conſuetudo uſitat' & apꝓbat' in eadem videl't quod ſi aliquis Mercatoꝛ com̄oꝛans in partib; tranſmarinis ex quacunqꝫ cauſa fecerit aliquā Billam Excambij ſecdm̄ uſum Mercatoꝝ & eandem billam alicui al' Mercatoꝛi in London p̄ꝛed̄ comoꝛañ direxerit & eundem Mercatoꝛem ſic in London p̄d̄ comoꝛañ cui humoi billa ſic direct' fuerit ꝑ humoi billam requiſivit ad ſolvend̄ aliquam denar' ſum̄am in humoi Billa Excambij ſpecificat' alicui al' Mercatoꝛi ſive al' perſone in eadem billa noiat' Et ſi aliquis humoi Mercatoꝛ ſic in London p̄ꝛed' comorans cui humoi Billa Excambij ſic ut p̄ꝛefertur direct' fuerit ſuꝑ viſum humoi Bille Excambij eandem Billam Excambij acceptavit tunc idem Mercatoꝛ cui humoi Billa Excambij ſic ut p̄ꝛefertur direct' fuerit onerabilis fuit & a toto tempoꝛe ſupꝛadicto onerabilis eſſe conſuevit cum ſolucōne denarioꝝ in humoi Billa Excambij mencōnat' ꝑſone cui humoi denar' ꝑ eandem Billam Excambij appunctuat' fuerint ſecdm' acceptacōnem ſuam inde Cumqꝫ etiam quidam Johes Perry exiſtens Mercatoꝛ apud Nevis in partib; tranſmarinis viceſimo nono die Maij año regni Dni Regis nunc octavo ꝑ quandam Billam Excambij ſub manu p̄ꝛefat' Johis Perry p̄ꝛed' Rico Cary tunc & adhuc Mercatoꝛi in London p̄ꝛed̄ videl't in parochia bē Marie de Arcubus in warda de Cheape com̄oꝛañ direct' requiſiviſſet eundem Ric̄um

Cuſtome.

Bill d'Exchange 29 May 8 W. fait per Jo. Perry direct al Def.

Le Bill preſent al Def.

Def. accept le Bill ſur condition al payer ceo per un Bank-Bill al que le Pl. agrea.

Pl. deliver le Bill direct al luy al Def.

Mes le Def. deliver al luy un Bank Bill, en que il n'aver aſcun property ou intereſt.

Averment que le Pl. ne puit receiver les deniers en ceo.

Ricum Cary ſolve predco Jacobo viginti libras ſterlingorum quam quidem Billam Excambij ſub manu prefat' Johis Perry idem Jacobus poſtea ſcilt duodecimo die Septembris anno regni dci Dni Regis nunc octavo ſupradicto apud London pred' in parochia & warda pred' preſentavit pred' Rico Carey ꝓ acceptacone ſua inde Super quo idem Ricus Cary adtunc & ibm acceptavit predcam Billam Excambij prefat' Johis Perry eidem Rico ut prefertur direct' ſub condicone ad ſolvend' Billam ill' eidem Jacobo ꝑ Billam Banci Angl' Anglice in a Bank-Bill & non alit' ad quod idem Jacobus adtunc & ibm agreavit Et ſuperinde pd' Ricus Carey in conſideracone inde ſup ſe aſſumpſit & eidem Jacobo adtunc & ibm fidelit' ꝓmiſit qd' ipſe idem Ricus Cary pred' viginti libras in predca Billa prefat' Johis Perry mencōnat' & eidem Rico Cary ut prefertur direct' per Billam Banci Angl' que foret bona & veteris dat' Anglice in a Bank-Bill that ſhould be good and of an old date adtunc & ibm ſolvere vellet Et idem Jacobus in facto dic' q̄d ipſe idem Jacobus ꝓmiſſion' & aſſumpcon' pred' Ricardi Carey pred' fidem adhibens adtunc & ibm delibavit pred' Ricardo Cary predcam Billam Excambij prefat' Johis Perry ꝓ ſolutione eidem Jacobo viginti librarum ſterlingorum per prefat' Johem Perry pred' Ricardo Cary ut prefertur direct' pred' tamen Ricardus Cary ꝓmiſſionem & aſſumptionem ſuas pred' mie curans ſed machinans & fraudulent' intendens ipſum Jacobum in hac parte callide & ſubdole decipere & defraudare adtunc & ibm dedit & delibavit eidem Jacobo in ſolutione pred' viginti librarum ſterlingorum quandam Billam Banci Angl' Anglice a Bank-Bill viginti librarum ſolubil Nicho Philips vel portatori ſuper demand' cujus dat' eſt primo die Julij anno Dñi millimo ſexcenteſimo nonageſimo ſexto in qua quidem Billa aut in denar' in eadem ſpecificat' pred' Ricardus Cary nullam huit ꝓprietatem aut intereſſe Et idem Jacobus ulterius dic' q̄d ipſe idem Jacobus pred' viginti libras in Billa ill' Banci Angl' mentionat' habere vel recipere non potuit nec adhuc poteſt per quod idem Jacobus rōne premiſſorum non ſolum pred' viginti libras amittere viſitis eſt vumetiam idem Jacobus ꝓ recuperatione pred' viginti librarum magnos labores ſubire ac ingentes denar' ſummas expendere & erogare coact' & compulſ' fuit ad dampnum ipſius Jacobi quadraginta librarum Et inde producꝰ ſectam &c.

Et pred' Ricardus per Johannem Hargrave Attorn' ſuum ven' & defend' vim & injur' quando &c. Et dic' q̄d ipſe non aſſumpſit ſuper ſe modo & forma ꝓut pred' Jacobus ſuperius verſus eum queritur Et de hoc pon' ſe ſuper priam Et pred' Jacobus ſilit' Jō precept' eſt Vic' q̄d venire fac' hic a die Sancti

illarij in quindecim dies duodecim &c. per quos &c. Et qui nec &c. Ad recogn' &c. Quia tam &c.

VErdict pur le Pl. & apres ſeveral Motions en Arreſt de Judgment, le Pl. ad Judgment. *Lutwyche* Accouncel ove le Pl. *Wright* Serjeant le Roy Accouncel ove le Def.

Le chief Exception fuit que le Pl. duiſſoit d'alledger le breach de promiſe directment, come le promiſe eſt alledge, & pur ceo le Caſe de *Wright* & *Johnſon* 1 *Ven.* 64. fuit cite, lou un *Aſſumpſit* fuit a deliver un Chival en cy bone plight que il fuit al temps de delivery de luy al Def. & le Pl. averre que le Def. n'ad deliver le Chival ſans pluis, & apres Verdict Judgment fuit done pur le Def. Que come Juſtice *Powell* dit, fuit un ſtrange Caſe.

Auter Exception fuit que le Pl. n'ad averr que le Bill fait per *Perry*, &c. fuit fait accordant al Cuſtome de Merchants, purſuant al Cuſtome alledge en le Declaration al ceſt purpoſe, *ſed non allocatur*, car ſerra iſſint intend.

Brereton & Ux' v. *Moyſe*.

Mich. 9 W. 3. Regis. Rot. 317.

En un Action ſur le Caſe ſur ſeveral promiſes fait al Feme *dum ſola*. Le Def. plead *Non aſſumpſit infra ſex annos*. Le Pl. replie come enſuiſt :

Norf. ſſ. ET pred' Edwardus & Franciſca dicunt qd' ipſi p aliqua preallegata ab actione ſua pred' inde hend' ꝑcludi non debent quia dicunt qd' ipſi ijdem Edwardus & Franciſca als ſcilt viceſimo tertio die Januarij anno regni Dñi Regis nunc & Dñe Marie nuper Regine Anglie quarto ꝓſecut' fuiſſent extra Cur' eorundem Regis & Regine de Cancellar' apud Weſtm in Com Midd' quoddam Bře Original eorundem Regis & Regine in quodam pl̄ito tranſgr' ꝟſus eundem Thomam tunc Vic Com Suff. direct' per quod eidem tunc Vic precept' fuit qd' ſi pred' Edwardus & Franciſca facerent ipm tunc Vic ſecur' de clamore ſuo proſequend' tunc idem Vic poneret per vad' & ſalvos pleg' pred' Thomam qd' eſſet coram Juſtic'

Juſtic' eorundem Regis & Regine ſcilt apud Weſtm in Octabis Purificac̄onis Beate Marie tunc ꝑx' ſequen oſtenſ quare vi & armis clm ipſorum Edri & Franc̄e apud Gippm in Com Suff. p̄dict' fregit & alia enormia eis intulit ad grave dampnu ipſor Edr̄i & Franc̄e & contra pacem ipſor Regis & Regine & q̄d idem Vic' haberet ibi tunc nomina pleg' & Br̄e illud quod quidem Br̄e idem Edrus & Franc̄a ꝓſecut' fuiſſent vs eundem Thomam ea intenc̄one q̄d ſup comparentia ipſius Thome in eadem Cur̄ hic ad p̄dict' retorn Br̄is p̄d ijdm Ed'rus & Franc̄a ſecundu conſuetudinem ejuſdem Cur̄ narrarent vs p̄fat' Thomam in p̄dc̄o plito tranſgr̄ ſup caſum ac ꝓceſs de Capias ad rōndend in Cur̄ hic ſcilt apud Weſtm pred in p̄d Com Midd debo modo de Termino in Terminu de & ſuper Br̄e Original' p̄d continuat' fuit quouſq idem Thomas poſtea ſcilt termino Sci Hill anno regni Dni Regis nunc ſeptimo in Cur' ipſius Dni Regis de Banco hic ſcilt apud Weſtm p̄d p p̄d Robtum Handby Attorn ſuu comperuit ad reſpondend eiſdem Edc̄o & Franc̄e in p̄dc̄o plito tranſgr' ſup caſum & ſuper inde ijdem Edrus & Franc̄a eodem Termino Sci Hill' anno ſeptimo ſupradict' in eadem Cur' hic narraver' vſus eundem Thomam modo & forma ſupradict' ad quam quidem narrac̄onem idem Thomas in eadem Cur' hic tunc pet' licenc' inde hic hucuſq interloquend ad quinden̄ Paſche tunc ꝑx' ſequen & abinde uſq ad hunc diem ſcilt in Craſtin Sce Trinitatis ad reſpond p̄fat' Edc̄o & Franc̄e in plito tranſgr' ſuper caſum & habuit Idem dies adtunc & ibm per eandem Cur' dat' fuit eiſdem Edc̄o & Franc̄e hic &c. Et iidem Edrus & Franc' ulterius dicunt q̄d p̄d Thomas infra ſex annos ꝑx' ante diem impetrac̄on p̄d Br̄is Original' in p̄d plito tranſ ſic ut p̄fertur impetrat' Aſſumpſit ſup ſe modo & forma ꝓut ijdem Edrus & Franc̄a ſuperius vſus eum queruntur. Le Plaintiff demurr generalment, & le Defendant joyne en Demurrer.

Judgment fuit done pur le Plaintiff. Mes fuit reverſe pur les Cauſes en le Caſe de *Kinſey* & *Hayward*, icy.

Ruſſel v. *Williams.*

Winford. Paſch' 3 W. & M. Regis & Regine. Rot. 441.

Action ſur le caſe come Admin' de J. Ruſſel.

1 Narr' ſur *Aſſumpſit* pur 89 *l.* 17 *s.* 7 *d.* pur biens vend.

2 Narr' pur meſme le ſumm ſur un *Quant' mer'* pur biens vend.

Notice.

3 Narr' pur 89 *l.* 17 *s.* 7 *d.* ſur Account.

London ſſ. Benjaminus Williams nuꝑ de London Mercator attach fuit ad reſpondend Sare Ruſſel Vid Adminiſtratrici bonoꝝ & catalloꝝ que fuer Johis Ruſſel nuper Viri ſui defunct qui obijt inteſtat &c. de plito tranſgr ſuper caſum &c. Et unde eadem Sara ꝑ Francum Neale Attorn ſuu queritur quare cum p̄d Benjaminus ſeptimo die Februarij anno regni Dni Jacobi ſecundi nuper Regis Anglie &c. tertio apud London in parochia Beate Marie de Arcubus in warda de Cheape indebitat fuiſſet p̄fat Johi in vita ſua in octoginta novem libris decem & ſeptem ſolidis & ſeptem denar legalis monet Anglie ꝑ diverſis bonis mercimonijs & merchandizis ꝑ ipm Benjaminu de p̄fat Johe in vita ſua ante tempus illud empt habit & recept Et ſic inde indebitat exiſten p̄dcus Benjaminus decimo quarto die Februarij anno tertio ſupradicto apud London pred in parochia & warda p̄d in conſideracone inde ſuper ſe aſſumpſit & p̄fat Johi in vita ſua adtunc & ibm fidelit promiſit qd ipe idem Benjaminus p̄d octoginta novem libras decem & ſeptem ſolidos & ſeptem denar prefat Johi bene & fidelit ſolvere & contentare vellet Cumq; etiam p̄dict Benjaminus poſtea ſcilt die & anno ſupradictis apud London p̄d in parochia & warda p̄d in conſideracone qd p̄d Johes in vita ſua ad ſpecial inſtanciam & requiſiconem ipſius Benjamini vendidiſſet & deliberaſſet eidem Benjamino diverſa alia bona mercimonia & merchandizas prefat Johis ſuper ſe aſſumpſit & prefat Johi in vita ſua adtunc & ibm fidelit promiſit qd ipe idem Benjaminus tant denar ſummas quant bona mercimonia & merchandize p̄d ult menconat tempore vendiconis & deliberationis eorundem rationabilit valebant eidem Johi bene & fidelit ſolvere & contentare vellet Et p̄dca Sara in facto dicit qd bona mercimonia & merchandize p̄d ult menconat tempore venditionis & deliberationis eorundem rationabilit valebant al' octoginta novem libras decem & ſeptem ſolidos & ſeptem denar videlt apud London pred' in parochia & warda pred unde pred Benjaminus ibm notitiam habuit Cumq; etiam p̄d' Benjaminus poſtea ſcilt die & anno ult ſupradict apud London pred in parochia & warda pred inſimul computaſſet cum prefat Johe in vita ſua de diverſis alijs denar ſummis eidem Johi per prefat Benjaminum ante tempus illud debit & aretro exiſten' inſolut Et ſuper compō illo p̄dict Benjaminus invent fuit in arreragijs erga prefat Johem in vita ſua in al' octoginta novem libris decem & ſeptem ſolidis & ſeptem denar' conſiſtis legalis monete Anglie Et ſic inde in arreragijs invent exiſten' predcus Benjaminus poſtea ſcilt eodem die & anno ſupradict apud London pred' in parochia & warda pred' in conſideracōne inde ſuper ſe aſſumpſit & prefat Johi in vita ſua adtunc & ibm fidelit p̄miſit q̄d ipſe idem Benjaminus pred octoginta novem libras decem & ſeptem ſolidos & ſeptem denar' ult mencōnat p̄fat Johi bene & fidelit ſolvere & contentare vellet p̄dcus tamen Benjaminus ſeperal' pmiſſion & aſſumpcōn ſuas p̄dcas in forma p̄dca fcas' mīd curans ſet machinans & fraudulent intendens p̄fat Johem in vita ſua & ipſam Saram poſt mortem ipſius Johis in hac parte callide & ſubdole decipere & defraudare p̄d ſeperal' denar' ſummas in toto ſe attingen' ad ducentas ſexaginta novem libras duodecim ſolid & novem denar' p̄fat Johi in vita ſua ſeu eidem Sare poſt mortem ipſius Johis (cui Adminiſtracō omnium bonor & catallor que fuer' p̄d Joh tempore mortis ſue p Gulielmum Providentia Divina Cantuar Archiepiſc' totius Anglie Primat & Metropolitan apud London pred in parochia & warda p̄d' debe commiſſa fuit) nondum ſolvit ſeu p eiſdem aliqualit contentavit licet ad hoc faciend per p̄fat' Johem in vita ſua & ipſam Saram poſt mortem ipſius Johis ſepius requiſit fuiſſet ſet ill' eis ſolvere ſeu p eiſdem contentare omio recuſavit ac ill' eidem Sare adhuc ſolvere ſeu p eiſd contentare recuſat ad dampn' ipſius Sare centum librarum Ac in retardationem Adminiſtrationis bonor & catallor pred Et ind pduc' ſectam &c.

Adminiſtrat' commit al Pl. per le Archeveſq; de Canterbury.

Proffer en Cur' del Adminiſtrat.

Et profert hic in Cur Literas Adminiſtratorias per quas ſatis liquet Cur hic ipſam Saram fore Adminiſtratricem ejuſdem Johis Et inde habere Adminiſtracōnem &c.

Barr per agard fait per G. Parſons & Sam. Pattiſon.

Et pred Benjaminus p Johem Mould Attorn ſuum ven & defend vim & injur quando &c. Et dic' q̄d p̄dca Sara accōnem ſuam pred verſus eum habere non debet quia dic' q̄d poſt ſeperal' pmiſſion' in narracōne p̄d mencōnat ſcilt decimo ſeptimo die Decembris anno regni Dnī Willi & Dne Marie nunc Regis & Regine Angl' &c. ſecundo apud London pred in parochia & warda pred tam predca Sara quam pred Benjaminus poſuer' ſeipſos in arbitrium ordinationem & judicium quorundam Georgij Parſons & Samuelis Pattiſon Arbitrator inter eos indifferent elect de & ſuper omnibus accōnibus cauſa & cauſis accōnum ſectis billis obligationibus judicijs execucōnibus controverſijs tranſgreſſionibus dampnis & demandis quibuſcunque ita quod arbitrium pred fiat in ſcriptis parat deliberari partibus in differentijs ad vel ante decimum nonum diem Januarij tunc pr' ſequen

Ita quod le agard ſoit fait en eſcript priſt d'eſtre deliv' al parties, &c.

ſequeñ Qui quidem Arbitratoꝛes accept' ſup̱ ſeipſos onere Arbitramenti p̄dcī poſtea ⁊ ante pꝛed̄ decimum nonum diem Januarij ſcilt viceſimo tertio die Decembr' anno ſupꝛadicto in parochia & warda p̄d ꝑ ſcriptum ſuum in ſcriptis & parat' deliberari partibus pꝛed̄ arbitrat' fuer' oꝛdinaver' & adjudicaver' de & ſuper pꝛemiſſis videlt q̄d pꝛed̄ Benjaminus daret pꝛefat' Sare ſeptem libꝛas & quindecim ſolidos & utroſque eoꝛum equalit' expendere ad ſolucōnem vel deliberacōnem note pꝛedcī Benjamini ſub manu ſua ꝓ valoꝛe & pꝛed̄ Benjaminus ulterius dic' q̄d a tempoꝛe confeccōnis Arbitrij pꝛedcī ipſe pꝛed̄ Benjaminus ſemper parat' fuit & adhuc parat' exiſtit ad ſolvend̄ p̄fat' Sare Ruſſel pꝛed̄ ſeptem libꝛas & quindecim ſolid̄ & ꝓfert eidem Sare notam ſub manu ꝓ valoꝛe Et hoc parat' eſt verificare unde pet' Judicm̄ ſi pꝛedcā Sara accōnem ſuam pꝛedcam̄ verſus eū habere debeat &c. Demurrer, & Joinder en Demurrer.

Le Agard.

Que le Def. paiera al Pl. 7 *l.* 15 *s.* & que les parties egalment expenderent al payment ou delivery del Note del Def. ſoubs ſon maine pro valore.

Encounter ceſt plea fuit object, que le Arbitrament fuit void, quia fuit ſolement de un part, pur ceo que le Argent d'eſtre pay per le Def. n'eſt agard d'eſtre en ſatiſfaction ou diſcharge de aſcun choſe, nec eſt aſcun choſe agard d'eſtre fait al Defendant ou pur ſon benefit.

2. Pur ceo que ſi le agard ad eſtre bone uncore le agard meſme ſans Execution de ceo, *viz.* Le Payment de Argent, ou tender & refuſal de ceo, que en Ley amount al Payment, ou auter fault del Pl. n'eſt aſcun Barre. *Keilway* 121. a. 17 *E.* 4. 3. *Cro. Eliz.* 66. *Hare* & *Gorge*'s Caſe, & *Linch* & *Darcey*'s Caſe, 1 *Keb.* 484.

Auxi le pleder que il fuit touts temps priſt a payer ſans tender en Court n'eſt al aſcun purpoſe. 7 *H.* 4. 30. b. 8 *H.* 6. 25. b. Et n'eſt ſemble al Caſe ou le Argent eſt actualment tender al Pl. car la ne beſoigne aſcun tender, come 16 *H.* 7. 7. & 19 *H.* 8. 12. ſont. Judgment *pro Quer. per tot. Cur. Vide* devant *Dighton & al' verſus Whiting.*

Covenant.

Action de Covenant ſur Indent' de bargain & Sale.

London' ſſ. RObertus Fullerhurſt de Crue in Com̄ Ceſtr' Ar' ſum̄ fuit ad reſpondend̄ Radulpho Broke de Namtwych in Com̄ Ceſtr' Gen̄ de plito qđ ten̄ ei convencōnem inter p̄fat' Robert' & Brigittam uxorem ejus & p̄dcm̄ Radum ſecundum vim formam & effectum quarundm̄ Indenturaꝝ inde inter eos confectaꝝ &c. Et unde idem Radus p Ricm̄ Littler Attorn̄ ſuū dicit qđ cum p quandm̄ Indentur' factam apud London in Parochia bē Marie de Arcub; in Warda de Cheape viceſimo quarto die Junij anno regni Dnē Marie nup Regine Anglie primo inter p̄d Robtum & Brigittam p nōia Robti Fullerhurſt Ar' filij & hered̄ apparentis Thome Fullerhurſt Mil' & Brigitte uxoris ejus ex una parte & eundem Radm̄ p nōen Radi Broke de Wichmalbank in Com̄ Ceſtr' Gen̄ ex altera parte cujus alteram partem ſigillis p̄d Robti & Brigitte ſignat' idem Radus hic in Cur' pfert cujus dat' eſt eiſdem die & anno teſtent' qđ p̄d Robt' & Brigitta tam p ſum̄a viginti mercaꝝ bone & legalis monete Anglie eiſdem Robt' & Brigitte ſolut' p eundm̄ Radm̄ ad ſigillacōnem ejuſdem Indentur' quam p div̄ſis alijs cauſis & conſideracōnib; p̄fat' Robtum & Brigittam ſpecial' moventib; dimiſiſſent conceſſiſſent barganizaſſent vendidiſſent ac p eandem Indentur' dimiſſer' conceſſer' barganizaver' & vendider' eidem Rado & heredib; ſuis imppetuū in feodo unū pratū vocat' le Beame Meadow cum ptin̄ in Worleſton ac unū parvum clauſum vel croftū vocat' le Shipton Crofts cum ptin̄ jacen̄ in dominico de Edlaſton in Com̄ Ceſtr' & tunc in tenur' & occupacōne Gilberti Walthall habend̄ & tenend̄ p̄dict' pratū & clauſa cum omnib; & ſingulis ſuis ptin̄ eidem Rado & hered̄ ſuis imppetuum in feodi firma in tam ampla & lata forma put p̄d Thomas vel aliquis anteceſſoꝝ ſuoꝝ aut p̄d Robtus & Brigitta unqm̄ huiſſent vel tenuiſſent eadem Reddendo & ſolvendo inde annuatim imperpetuum p̄fat' Robt' & Brigitte & hered̄ ſuis decem libr' bone

Bargain & Sale.

EnFee-ferm.

&

& legalis monete Anglie ad Feſta Scī Johis Baptiſte & Scī Martini Epī in Hyeme ꝑ equales porcōnes ꝓ omībꝫ ſervicijs debit' ſect' clameis peticōnibꝫ & demādis Et p̄d Robt' & Brigitta conveniſſent & conceſſiſſent ꝓ ſe & hered ſuis ad & cum eodem Rado & hered ſuis quod ijdem Robtus & Brigitta & hered ſui ad om̄ia tempora extunc impoſterū & de temp' in temp⁹ agerent & ꝑmitterent fieri oīa & oīmod res factū & facta in lege ꝑ finem feoffament' facta irrotulat' relaxacōnem cum warrantijs contra oēs hōies confirmacōn cum warrantijs recupacōn cum vocat' aut vocaribꝫ & ꝑ oēs alias vias & modos que deviſat' vel adviſat' potuiſſent ꝑ conſilm eruditū ejuſdem Radulphi vel hered ſuoꝝ ꝓ meliori aſſurancia p̄miſſoꝝ cum ꝑtin hend & tenend eidem Rado & hered ſuis imperpetuum ad ſola ꝓpria cuſtagia & onera in lege ejuſdem Radi & hered ſuoꝝ Et qd om̄ia p̄miſſa cum ꝑtin eſſent ad ſigillacōnē Indentur' p̄d vel ante Feſtū Paſche px' ſequen poſt dat' Indentur' illius exonerat' de omnibꝫ barganijs jūncturis dotibꝫ ſtatut' mercator' & ſtapul' redditibꝫ arrerag' reddit' an̄uitatibꝫ judic' execucōnibꝫ & om̄ibꝫ alijs incumbrancijs quibꝫcunqꝫ fac̄ vel ꝑpetrat' ante dat' Indentur' illius Et ulterius qd p̄d Robtus & Brigitta ꝓ ſe & hered ſuis conveniſſent & conceſſiſſent qd ipſi ad vel ante p̄d Feſtum Paſche tunc px' ſequen̄ delibarent vel cauſarent delibari eidem Rado vel heredibꝫ ſuis om̄imodas evidencias cartas ſcripta & munimenta concernen̄ p̄miſſa & quamlibt parcell' eoꝝdem que tunc fuer' in manibus & cuſtodia p̄d Robti & Brigitte vel alicujus ꝑſone ad eoꝝ uſum Et ulterius p̄dcus' Robtus & Brigitta conveniſſent & conceſſiſſent ad & cum p̄fat' Rado qd p̄fat' Robtus & Brigitta ut in jure ejuſdem Brigitte tunc fuer' ſeiſit' de & in om̄ibus p̄miſs' cum ꝑtin' in feodo ſimplici Et quod tunc hūerunt plenam poteſtatem jus & authoritatem ad dimittend' concedend' barganizand' & vendend' om̄ia p̄miſſa cum ꝑtin' & quamlibt parcell' eoꝝdem in forma p̄dcā eidem Radulpho & hered' ſuis impꝑpetuum ꝓut ꝑ eandem Indenturam plenius apparet.

Ouſter aſſurance.

Diſcharge de Incumbrances.

A deliver les Evidences.

Seiſie en fee.

Power de vender.

Et idem Radulphus ꝓteſtand' qd' p̄d' Robtus & Brigitta non ꝑformaver' ꝑimplever' ſeu cuſtodivūnt aliqua in Indentur' p̄dcā ex partibꝫ ſuis ꝑformand' ꝑimplend' & cuſtodiend' ſecundum formam & effectum ejuſdem Indentur' in fact' idem Radulphus dicit q̄d quidam Johes Norberry exiſtens de erudit' conſilio in lege ipſius Radulphi poſt confeccōnem Indentur' p̄d' & ante diem impetracōnis Bris Originalis ejuſdem Radulphi ſcilt viceſimo ſexto die Marcij anno regni Dnē Regine nunc ſeptimo apud London in Parochia & Warda p̄d' deviſavit notam cujuſdam finis ꝓ meliori aſſurancia p̄miſſoꝝ cum pertin̄ hend' & tenend' eidem Radulpho & hered' ſuis fiend' modo & forma ſequen̄

Breach.

Que Counſel deviſe un note d'un fine d'eſtre levy.

Que le Pl. require eux a conuſter le Fine, & ils refuſe.

ſequeñ viz. Ceſtr̃ ſſ. Prec̃ Robto Fullerhurſt Ar̃ & Brigitte ux' ejus qd' juſte &c. teneant Radulpho Broke Geñ convenc̃onem inter eos fact̃ de viginti acr̃ prati & viginti acr̃ paſtur̃ cum ptiñ in Worleſton & Eadleſton Et niſi &c. Et eſt concordia tlis qd' p̃dcī Robtus & Brigitta recogñ teñta p̃dca cum ptin' eſſe jus ipſius Radulphi ut illa que idem Radulphus h̃et de dono p̃d' Robti & Brigitte Et ill' remiſer̃ & quiet̃ clam̃ de ſe & hered' ſuis p̃fat̃ Radulpho & hered' ſuis imperpetuum Et p̃terea ijdm̃ Robtus & Brigitta conceſſerunt ꝓ ſe & hered' ipſius Brigitte q̃d ipſi warr̃ teñta p̃dca cum pertin eidem Radulpho & hered' ſuis contra om̃es homines imperpetuum Et ꝓ hoc &c. Quam quidem notam finis p̃dcī idem Radulphus poſtea & ante diem impetrac̃onis Br̃is Originalis ipſius Radulphi ſcilt viceſimo die Aprilis anno regni dcē Dnē Regine nunc ſeptimo ſup̃dicto apud Crue in Com̃ p̃d requiſivit p̃d' Robtum & Brigittam ad cognoſcend' coram Johe Throckmorton Mil' adtunc Juſticiar̃ dcē Dnē Regine Com̃ Palatini Ceſtr̃ ſed hoc facere p̃d' Robertus & Brigitta adtunc & ibm penitus recuſaver̃ Et ſic idem Radulphus dicit qd' p̃d' Robtus & Brigitta licet ſepius requiſit̃ convenc̃onem p̃d' inde inter eos factam ꝓ aſſurancia p̃miſſoꝝ ſecundum vim formam & effectum Indentur̃ p̃d' ei non tenuer̃ ſed infregerunt & ill' ei tenere contradixer̃ & adhuc contradicunt unde dicit qd' deteriorat̃ eſt & dampnū h̃et ad valenciam quinq; libr̃ Et inde produc' ſectam &c.

Barre. *Non requiſivit*, & Iſſue ſur ceo.

Et p̃d' Robtus per Thomam Alleyn Attorn' ſuū ven' & defend vim & injur' quando &c. Et proteſtando qd' pred' Johannes Norberry de conſilio erudit' p̃d' Robt̃ exiſtens non deviſavit aliquam talem notam finis prout p̃d' Radulphus per narrac̃onem ſuam p̃d' ſuperius ſuppon' pro placito idem Robertus dicit qd' pred' Radulphus non requiſivit eundem Robertum ad cognoſcend' eandem notam finis coram p̃fat̃ Johe Throckmorton Mil' pro meliori aſſurancia p̃miſſoꝝ prefat̃ Radulpho & hered' ſuis fiend' prout idem Robtus per narrac̃onem ſuam pred' ſuperius ſuppon' & de hoc pon' ſe ſuper priam̃ Et pred Radulphus ſilit' Ex MSS. Juſtice Warburton.

Gifford

Gifford v. *Young* Fitz & Heire de *Tho. Young.*

Wyrley. Hill. 35 & 36 Car. 2 Regis. Rot. 455.

Eſſex ſſ. Jacobꝫ Young nup de paroch de Stepney in Com Midd Gen filius & heres Thome Young nup dci Thomas Young of Cranbrook in the Pariſh of Barking in the County of Eſſex Gent. ſum fuit ad reſpondend Georgio Gifford Ar de placito qd teneat ei convencõnem factam inter pd Thomam in vita ſua & pfat Georgiu & quendam Matthew Young nup defunct (quem quidem Mattheum pd Georgius ſupvixit) ſecundu vim formam & effectu quarũdam Indenturar tripartit int pdcm Thomam young in vita ſua & quandm Margaretam Abbot viduam & pd Georgiu & pfat Mattheum in vita ipſius Matthei confect &c. Et unde idem Georgius p Johem Ellis Attorn ſuu dic qd cum p quandam Indenturam tripartit factam apud Chelmsford viceſimo ſecundo die Auguſti anno regni Dni Regis nunc viceſimo ſecundo inter pdcm Thomam Young in vita ſua p nomen Thome Young de Cranbrooke in parochia de Barking in Com Eſſex Gen ex prima parte pdcam Margaretã p nomen Margarete Abbott de Camberwell in Com Surr vid ex ſecunda parte Et pfat Georgiu & Mattheum in vita ipſius Matthei per nomina Georgij Gifford de Pennis in Com Kancie Ar & Matthei Young de Weſt-Ham in dicto Com Eſſex Gen ex tertia parte cujus unam Indenture partem ſigillo pd Thome Young in vita ſua ſigillat idem Georgius hic in Cur pfert cujus dat eſt die & anno ſupradicto teſtat ſit qd pd Thomas Young p & in conſideracõne maritag' per Gratiam Dei tunc brevit intens fore hit & ſolempnizat inter pd Thomam Young in vita ſua & pdcam Margaretam Abbot & p amore & affectione que ipſe pd Thomas Young huit Anglice did bear ill pfat Margarete Abbott & p & in conſideracõne ſume quatuor mille librar legalis monete Anglie que ipſa prefat Margareta ptulit in terris annuitat denar bonis & catallis p maritag' porcon ill prefat Thome Young in vita ſua & p aſſuranc Anglice the Settlement meſſuagiorum terraru tentorum & hereditamentorum poſtea in Indentura predca mencõnat in nomine & ſanguine ipſius Thome Young tam diu quam Deo placeret in tali modo quaſi poſtea in Indentura predca mencõnat & declarat exiſtit Et p competen Junctura p ipſa prefat Margareta in caſu pred' intens maritag' caperet effectum & predca Margareta ſuperviveret

Briefe de Covenant ſur Covenants enter le pere del Def. & le Pl. & un M. Y. defunct.

Narr' inde

En conſideration de Marriage, &c.

ret prefat̄ Thomam Young ⁊ ꝓ diverſis alijs bonis cauſis ⁊ conſiderac̄onibus ſingulas predcas̄ partes Indenture predc̄ adinſpecialit̄ moven̄ ipſe predcus̄ Thomas Young in vita ſua ꝓ ſe ipſo heredibꝫ executoribꝫ adminiſtratoribꝫ ⁊ aſſign̄ ſuis convenit conceſſit ꝓmiſit ⁊ agreavit ad ⁊ cum pred' Georgio Gifford ⁊ prefat̄ Mattheo Young in vita ipſius Matthei executoribꝫ

Que il le dit T. Y. &c. eſtoirent ſeiſie de Manor de Cranbrooke, &c.

adminiſtratoribꝫ ⁊ aſſign̄ ſuis ⁊ ad ⁊ cum quibuſlibet eoꝝ ꝑ Indenturam pred' q̄d ipſe pred' Thomas Young ⁊ hered' ſui a pred' tempore confeccon̄ Indenture predc̄ poſtea imperpetuum ſtarent ⁊ ſeiſit̄ forent de ⁊ in tot̄ ill' Manerio de Cranbrake al's Cranbrake cum om̄ibꝫ ⁊ ſingulis juribꝫ membris hereditamentis ⁊ apertinen̄ quibuſcunqꝫ in pred' Com̄ Eſſex tunc nuper in tenura ſive occupac̄one Johis Lymbrey Ar' Johis Lovell Gen' Thome Northey Gen' ⁊ Johis Painter Labourer ſeu alicujus ſeu uniu̅ eorum aſſign' ſive aſſign' ſuorum ⁊ tunc in tenura ſive occupac̄one pred' Thome Young ſubtenen' ſive ſubtenen' ejus ac de ⁊ in omnibꝫ ⁊ ſingulis terris ten̄tis Cur' reddit̄ ꝓficuis com̄oditat̄ ⁊ appertinen̄ quibuſcunqꝫ prefat̄ Manerio de Cranbrooke al's Cranbrookes pertinen̄ ſive ullo modo appertinen' ſive accept̄ reputat̄ uſitat̄ hit̄ ſuppōit̄ Anglice deemed cogn' ſive capt̄ ut part̄ parcell' ſive membrum eorundem Et de revercon' ⁊ revercon' remaner' ⁊ remaner' eorundem ad ⁊ ꝓ illis uſibꝫ intenc̄onibꝫ ⁊ ꝓpoſit̄ in Indentura predca̅ menc̄onat̄ ſpec' ⁊ content̄

Al uſe de dit T. & ſes heires tanq; le dit Marr'.

⁊ ad ⁊ ꝓ null' al' uſu intenc̄one ſive ꝓpōit̄ quibuſcunqꝫ (videl't ad ſolum uſum ⁊ beneficiu̅ predci Thome Young hered' ⁊ aſſign' ſuorum donec intens̄ maritagiu̅' pred' effectu̅ caperet ⁊ ab ⁊ im̄ediate poſt pred' maritag' hit̄ ⁊ ſolempnizat̄ foret ad ſolum uſu̅ ⁊ beneficiu̅ pred' Thome Young ⁊ aſſign' ſuoru̅ pro ⁊ duran̄

Et donq; al uſe de luy pur vie, remainder al dit Margaret pur vie pur ſa Jointure ove auter remainder ouſter.

termino vite ſue naturalis abſqꝫ impet̄ vaſti ⁊ ab ⁊ im̄ediate poſt mortem ejus ad ſolum uſum ⁊ beneficium pred' Margarete Abbott ⁊ aſſign̄ ſuoru̅ pro ⁊ duran' termino vite ſue naturalis pro Junctura ſua in loco Anglice lieu ⁊ compenſacon' Dotis ſue ⁊ tituli Dotis ⁊ ab ⁊ im̄ediate poſt mortem ejus ad ſolum uſum ⁊ beneficium hered' corporis pred' Margarete l'ittime procreand' per corpus pred' Thome Young Et pro defectu talis exit̄ ad ſolum uſum ⁊ beneficium pred' Thome Young hered' ⁊ aſſign' ſuorum imperpetuum ⁊ ad ⁊ pro null' al' uſu in-

Covenants.

tencon' ſive propōito quacunqꝫ Et pred' Thomas Young pro ſe ipſo hered' executoribꝫ adminiſtratoribꝫ ⁊ aſſign̄ ſuis convenit conceſſit promiſit ⁊ agreavit̄ ad ⁊ cum ipſis pred' Georgio Gifford ⁊ Mattheo Young in vita ipſius Matthei executoribꝫ ⁊ adminiſtratoribꝫ ſuis per Indenturam pred' modo ⁊ forma ſequen̄ videl't qd' pred' Manerium ⁊ premiſſa tunc fuer' annual valoris quadringentaꝝ librarū ult omēs repriz' Anglice reprizals Et q̄d p̄d Maneriū & p̄miſſa in caſu p̄d' intens̄ maritag' caperet effectum & ipā predcā Margareta ſupervixet predcm̄ Thomam Young remanerent & forent durañ tota vita ipſius Margarete pleni & clari annui valoris quadringentarum librarum ult repriz' Anglice reprizals ꝑut ꝑ eandem Indenturam inter alia plenius apparet Et p̄dcus̄ Georgius ulterius dic q̄d poſt confeccoñ Indenture predcē & ante diem impetracōnis Brīs Originalis predci Georgij ſcilt primo die Octobris anno regni Dnī Regis nunc viceſimo quarto maritag' pred̄ inter predcm̄ Thomam & prefat Margaretam hit & ſolempnizat fuit videlt apud Chelmsford pred̄ Poſteaq; ſcilt primo die Junij anno regni dcī Dnī Regis nunc viceſimo ſeptimo p̄dcus̄ Thomas apud Chelmsford pred̄ obijt & predcā Margareta ipm̄ ſupervixit & adhuc ſupſtes & in plena vita exiſtit videlt apud Chelmsford pred̄ Et predcus̄ Georgius ꝓteſtando q̄d ipſe idem Georgius & prefat Mattheus durañ vita naturali p̄d Matthei & predcus̄ Georgius poſt mortem predci Matthei a tempore confeccōnis Indenture predcē hucuſq; bene & fideliter obſervaver performaver & perimplever omēs & ſingulas convencōes conceſſiones articul & agreament in Indentura predcā ex parte predci Georgij & prefat Matthei obſervand̄ performand̄ ſeu perimplend̄ ꝓteſtandoq; q̄d predcus̄ Jacob; poſt mortem predci Thome aliqua in eadem Indentura non obſervavit performavit ſeu perimplevit ſecundum formam & effectum Indenture illius in facto idem Georgius dic q̄d Manerium & premiſſa in Indentura predcā ſuperius mencōnat poſt mortem predci Thome Young ſcilt poſt predcm̄ primum diem Junij anno viceſimo ſeptimo ſupradicto non remañ nec fuer nec adhuc exiſtunt annui valoris quadringentarū librarū ult repriz' Anglice reprizals Sed idem Georgius dic q̄d Manerium & premiſſa predcā in narracōne predcā ſuperius ſpec tempore mortis ipſius Thome Young & continue poſtea fuer annui valoris centum ſexaginta & quinq; librarū & non ult Et ſic idem Georgius dic q̄d pred̄ Jacobus exiſtens filius & heres pred̄ Thome poſt mortem predci Thome licet ſepius requiſit convencoñ pred' Thome pred̄ cum prefat Georgio & Mattheo in vita ipſius Matthei ſeu cum eodem Georgio poſt mortem prefat Matthei non tenuit ſed infregit ac pred' Jacobus ill' cum eiſdem Georgio & Mattheo in vita ipſius Matth ſeu cū eodm̄ Georgio poſt mortem ipſius Matth hucuſq; tenere contradixit & adhuc contradic unde dic qd' deteriorat eſt Et dampnū het ad valenciam duarum mille librarum Et inde produc ſectam &c.

Que les premiſſes fueront del annual value de 400 l. ouſter reprizals, &c.

Le Marriage prit effect.

Mort de T. Y. 1 Junij 27 Car. 2. Marg. ſurvive luy.

Breach que les premiſſes non fueront del annual value de 400 l.

Que ils fueront del annual value de 165 l. & nient pluis.

Dam' 2000 l.

Barr. Per riens per diſcent.

Et predcuſ̃ Jacobus Young per Radm̃ Grainge Attorn ſuũ veñ & defend vim & injur̃ quando &c. Et dic̃ qd̃ pred' Georgius Gifford accõnem ſuam predcam̃ v'ſus eũ ħere non debet quia dic̃ qd̃ ipſe non ħet aliqua terras ſive teñta per diſcenſum hereditar̃ de prefat̃ Thoma Young patre ſuo in feodo ſimplici nec hunc die impetracõnis Br̃is Originalis pred' Georgij Gifford nec unquam poſtea Et hoc parat̃ eſt v'ificare unde pet̃ Judiciũ ſi predcus' Georgius Gifford accõnem ſuam predcam̃ v'ſus eum ħere debeat &c.

Replic'.

Que le ore Pl. & le dit Matthew Young apres le mort de dit Tho. Young pier le Def. 12 Julij 29 Car. 2. Pſecut' un original Briefe, &c. envers le Def.

Et p̃d Georgius dic̃ q̃d ipſe p aliqua p̃allegat̃ ab accõne ſua p̃dca habend̃ p̃cludi non debet quia dic̃ q̃d ipſe idem Georgius & p̃d Mattheus Young in vita ipſ̃ Matthei poſt confeccõn Indenture p̃d hic in Cur̃ plat̃ necnon poſt mortem p̃d Thome Young als ſcilt duodecimo die Julij anno regni Dnĩ Regis nunc viceſimo nono pquiſiver̃ & pſecut̃ fuer̃ extra Cur̃ Cancellar̃ dcĩ Dnĩ Regis nunc apud Weſtm̃ in Com̃ Midd̃ tunc tent̃ exiſten̄ quoddam Br̃e Originale ipſius Dnĩ Regis nunc v'ſus p̃d Jacobũ Young ut filiũ & hered p̃d Thome Young de & ſup convencõn p̃d in Indentura p̃dca hic in Cur̃ plat̃ ſupius ſpec̃ tunc Vic̃ Com̃ Eſſex p̃d direct̃ p quod quidem Br̃e idem Dnuſ̃ Rex eidem tunc Vic̃ mandavit qd p̃cipet p̃fat̃ Jacobũ Young p nomen Jacobi Young nup de in Com̃ Eſſex Gen̄ filij & hered Thome Young nup dcĩ Thomas Young of Cranbrook in the Pariſh of Barking in the County of Eſſex, Gent. q̃d juſte & ſine dilcõne teneret eiſdem Georgio & Mattheo convencõnem inter p̃dcm̃ Thomam in vita ſua & p̃fat̃ Georgium & Mattheum fcam̃ ſecdm̃ vim formam & effecm̃ p̃dcar Indenturar inde inter eos ſic ut p̃fertur confect̃ ut dicer̃ Et niſi feciſſet Et p̃d Georgius & Mattheus feciſſent p̃d tunc Vic̃ ſecur̃ de clam̃ ſuo proſ̃ tunc ſum̃ p bonos ſum̃ p̃dcm̃ Jacobum q̃d eſſet coram tunc Juſtic̃ ipſius Dnĩ Regis hic ſcilt apud Weſtm̃ a die Scĩ Michaelis in tres Septimanas tunc px' ſequen̄ oſtenſ̃ quare non feciſſet Et q̃d p̃d tunc Vic̃ haberet tunc hic ſum̃ & Br̃e illud ad quem diem hic ven̄ p̃d Georgius & Mattheus p Attorn̄ ſuũ & optuler̃ ſe quarto die v'ſus p̃fat̃ Jacobũ de p̃d plito Et ipe tunc hic non ven̄ Et tunc Vic̃ Eſſex tunc hic mand qd p̃d Jacobus nichil habet &c. Sup quo p̃cept̃ fuit eidem tunc Vic̃ Eſſex qd' capet p̃dcm̃ Jacobum ſi &c. Et cum ſalvo &c. Ita quod haberet corpus ejus hic in Octabis Scĩ Hilarij tunc px' ſequeñ ad reſpondend eiſdem Georgio & Mattheo de p̃dco plito &c. Et Br̃e inde deliberat̃ fuit de Recordo &c. Ad quem diem hic veñ p̃d Georgius & Mattheus p Attorn ſuũ & optuler̃ ſe quarto die v'ſus p̃fat̃ Jacobum de p̃d plito Et Vic̃ nichil inde fec̃ nec Br̃e inde miſit Jđ fiebat p̃fat̃ Vic̃ aliud Br̃e

Return tres Mich.

Les Pl. en le Briefe appearont.

Return *Nihil habet, &c.*

Capias agard return in Octabis Hill.

Vic' non miſit Breve.

B̃re inde in forma p̃d retornabile hic a die Paſche in quindecim dies &c. Ad quem diem hic veñ p̃d Georgius & Mattheus ꝑ Attorñ ſuũ Et optuler' ſe quarto die v̾ſus p̃fat' Jacobum de p̃d pl'ito Et Vic' nichil inde fec' nec B̃re inde miſit Jō fiebat p̃fat' Vic' aliud B̃re inde retornabile hic in Craſtino Scē Trinitatis &c. Et ſic continuat' fuit uſq; in Octabis Sancti Hillarij 31 Car. 2. Ad quem diem hic ſcil't apud Weſtm̄ p̃ed̄ veñ tam p̃ed̄ Georgius & Mattheus ꝑ Johem Bird tunc Attorñ ſuũ quam p̃ed' Jacobus ꝑ Henricum Gwyllym tunc Attorñ ſuũ ſuꝑ quo iidem Georgius & Mattheus narrando v̾ſus p̃ed' Jacobum de & ſuper B̃re ſuum Originale p̃ed' tunc dixer' quod cum per p̃d Indenturam tripartit' fcam̄ apud Chelmsford p̃d viceſimo ſecundo die Auguſti anno regni Dnī Regis nunc viceſimo ſecundo ſup̃dict' inter p̃ed̄ Thomam Young in vita ſua ꝑ nomen Thome Young. de Cranbrooke in parochia de Barking in Com̄ Eſſex Gen̄ ex prima parte p̃fat' Margaretam Abbott ꝑ nomen Margarete Abbott de Camberwell in Com̄ Surr' Vid̄ ex ſecdā parte Et prefat' Georgium & Mattheum ꝑ nomina Georgii Gifford de Penius in Com̄ Kanc' Armig' & Matthei Young de Weſtham in dicto Com̄ Eſſex Gen̄ ex tertia parte unam quidem Indenture partem ſigillo p̃d Thome Young in vita ſua ſigillat' iidem Georgius & Mattheus tunc hic in Cur' ꝓtulerunt cujus dat' fuit die & anno ſup̃dict' teſtat' fuit q̃d p̃dcus̃ Thomas Young in vita ſua ꝓ & in conſideracōne maritag' ꝑ Graciā Dei brevit' intenſ̃ habit' & ſolempnizat' fore inter p̃dcm̄ Thomam Young in vita ſua & p̃ed̄ Margaretam Abbott & ꝓ amore & affeccōn que p̃ed̄ Thomas Young habuit Anglice did bear prefat' Margarete Abbott & ꝓ & in conſideracōn' ſum̃e quatuor mille librar̄ legalis monete Anglie que ipſa eadem Margareta ꝓtulit in terris annuitat' denar' bonis & catallis ꝓ maritag' porcōn prefat' Thome Young in vita ſua Et ꝓ aſſuranc' Anglice the Settlement meſſuagior̄ terrar̄ teñtor̄ & hereditamentor̄ poſtea in Indentura p̃edcā mencōnat' in nomine & ſanguine p̃ed̄ Thome Young tam diu quam Deo placeret in tali modo qual' in Indentura p̃edcā poſtea mencōnat' & declarat' fuit & ꝓ competent' Junctura ꝓ ipſa prefat' Margareta in caſu q̃d maritag' intenſ̃ p̃edcm̄ effecm̄ caꝑet Et p̃edcā Margareta ſuꝑviveret prefat' Thomam Young & ꝓ div̾ſis al' bonis cauſis & conſideraconibus ſingulas partes p̃edcas̃ ad Indenturam p̃edcam̄ ſpecialit' moven̄ ipſe p̃ed̄ Thomas Young in vita ſua ꝓ ſeipſo Heredibus Executoribus Adminiſtratoribus & Aſſign̄ ſuis conveniſſet conceſſiſſet & ꝓmiſiſſet & agreaſſet ad & cum p̃ed̄ Georgio Gifford & Mattheo Young Executorib; Adminiſtratorib; & Aſſign̄ ſuis & ad & cum quibuſlibet eor̄ ꝑ Indenturam p̃edcam̄

Alias Capias agard returnable *Quind. Paſch.*

Vic' non miſit Breve.

Alias Capias ret' *Craſt'. Trin'.*

Narr' ſur ceſt Original ꝑut devant *mutatis mutandis.*

q̄d ipſe predcūs Thomas Young & hered̄ ſui a predc̄o tempore confecc̄on Indenture pred̄ tunc poſtea imppetuū ſtarent & ſeiſit forent de & in tot̄ illo Manerio de Cranbrooke alias Cranbrookes cum omnibꝫ & ſingulis membris hereditament̄ & appertinen quibuſcunqꝫ in predc̄o Com Eſſex quondam in tenura ſive occupac̄one Johis Lymbrey Ar̄ Johis Lovett Gen Thome Northey Gen & Johis Painter Laborer ſeu alicujus ſeu un eorum Aſſign ſive Aſſign ſuorū & tunc in tenura ſive occupac̄one pred̄ Thome Young ſubteneñ ſive ſubteneñ ejus ac de & in omnibus & ſingulis terris teñtis Cur̄ reddit̄ pficuis commoditat̄ & apptinen' quibuſcunqꝫ prefat̄ Manerio de Cranbrooke alias Cranbrookes ptinen' ſive ullo modo apptinen' ſive accept̄ reputat̄ uſitat̄ habit̄ eſtimat̄ Anglice deemed cogñ ſive capt̄ ut part̄ parcell' ſive membr̄ eorundem Et de rev̄c̄on' & rev̄c̄on remanet̄ & remanet̄ eorūdem ad & p ſolis uſibꝫ intenc̄onibꝫ & pposit̄ in Indentura pred' menc̄onat̄ ſpecificat̄ & content̄ & ad & p null' al' uſu intenc̄on' ſive pposit̄ quibuſcunqꝫ videlt ad ſolum uſum & beneficium pred̄ Thome Young & Aſſigñ ſuorum donec intens̄ maritag' pred' effecm caperet & ab & im̄ediate poſt pred' maritag' habit̄ & ſolempnizat̄ ad ſolū & ppr' uſum predci Thome Young & Aſſign' ſuorū p & duran' termino vite ſue naturalis abſqꝫ impetic̄one vaſti & ab & im̄ediate poſt mortem ejus ad ſolum uſum & beneficiū predc̄e Margarete Abbott & Aſſigñ ſuorū p & durañ termino vite ſue naturalis p Junctura ſua & in loco Anglice in lieu & compenſac̄oñ Dotis ſue & tituli Dotis & ab & im̄ediate poſt mortem ejus ad ſolum uſum & beneficium Anglice Behoof Hered' corporis pred' Margarete legittime pcreand' p corpus pred' Thome Young Et p defectu talis exit̄ ad ſolum uſum & beneficium Anglice Behoof pred' Thome Young hered' & Aſſigñ ſuorū imppetuū Et ad & p null' al' cauſa intenc̄oñ ſive pposit̄ quacunqꝫ Et pred' Thomas Young p ſeipſo Hered' Executoribꝫ Adminiſtratoribꝫ & Aſſign' ſuis conveniſſet conceſſiſſet pmiſiſſet & agreaſſet ad & cum ipſis pred' Georgio Gifford & Mattheo Young Executoribꝫ & Adminiſtratoribus ſuis modo & forma ſequen' videlt q̄d pred' Manerium & premiſſa tunc fuer' annual' valor' quadringentarū librarū ult̄ omnes reprizas Anglice Reprizals Et q̄d pred' Manerium & premiſſa in caſu pred' intens̄ maritag' caperet effectum & predca Margareta ſupvixerit p̄d' Thomam Young remanerent & forent durante tot̄ vita ipſius Margarete pleni & clari annui valoris quadringentarū librarū ult̄ repriz' Anglice Reprizals put p eandem Indenturam inter al' plenius apparebat Et pred' Georgius & Mattheus ulterius dixer' q̄d poſt confecc̄on' Indenture predc̄e & ante diem impetrac̄onis Bris Originalis ipſorum

Georgij & Matthei ſcilt primo die Octobris anno regni Dni Regis nunc viceſimo quarto maritag' pred' inter pred' Thomam & Margaretam habit & ſolempnizat fuiſſet videlt apud Chelmsford pred' poſteaq3 ſcilt primo die Junij anno regni Dni Regis nunc viceſimo ſeptimo pred' Thomas apud Chelmesford pred' obijſſet & predca Margareta ipm ſupvixiſſet & adtunc ſuperſtes fuit videlt apud Chelmsford pred' Et pred' Georgius & Mattheus ptestando qd ipſe ijdem Georgius & Mattheus a tempore confeccon' Indenture pred' uſq3 tunc bene & fidelit obſervaviſſent pformaviſſent & pimpleviſſent omnes & ſingulas convencon' conceſſion' articul' & agreament in Indentur pd ex parte ipſorũ Georgij & Matthei obſervand' pformand' ſeu pimplend' ptestandoq3 qd pd' Jacob3 poſt mortem pd' Tho. aliqua in eadem Indentura in nullo obſervaviſſet pformaviſſet & pimpleviſſet ſecundum formam & effectum Indenture illius in facto ijdem Georgius & Mattheus dixer' qd Manerium & teñta pred' in Indentura predca ſuperius ſpec' poſt mortem pred' Thome Young ſcilt poſt predcm primum diem Junij anno viceſimo ſeptimo ſupradicto uſq3 diem impetraconis Bris Originalis ipſorum Georgij & Matthei ſcilt duodecimo die Julij anno regni dci Dni Regis nunc viceſimo nono non remanſiſſent nec fuiſſent nec adtunc fuer' plenar' & clari añui valoris quadringentarum librarum ultra omnes repriz' Anglice Reprizals videlt manerium & teñta pred' in narracone predca ſuperius ſpec' tempore mortis ipſius Thome Young & uſq3 pred' diem impetraconis Bris Originalis ipſorum Georgij & Matthei fuiſſent annui valoris centum ſexaginta & quinque librarum & non amplius contra formam & effecm Indenture predce Et ſic ijdem Georgius & Mattheus tunc dixer' qd' predcus Jacobus poſt mortem pred' Thome licet ſepius requiſit' convencoñ predci Thome cum eiſdem Georgio & Mattheo non tenuiſſet ſet infregiſſet ac predcus Jacobus ill' cum eiſdem Georgio & Mattheo uſque tunc tenere contradixiſſet & adtunc contradicebat unde tunc dixer' qd deteriorat' fuer' & tunc dampnum habuer' ad valenciam mille librarum Et inde tunc pduxer' ſectam &c. Et pred' Jacobus per Attorñ ſuũ predcm tunc veñ & defend' vim & injur' quando &c. Et nichil in barram ſive preclusionem acconis predcor Georgij & Matthei pred' tunc dixit p quod ijdem Georgius & Mattheus reman' vſus prefat Jacobum inde indefens Ob quod ijdem Georgius & Mattheus dampna ſua occone fractionis Convenconum pred' vſus prefat Jacobum tunc recupare debuerunt Sed quia tunc neſciebatur que dampna ijdem Georgius & Mattheus ſuſtinuiſſent occone ill' pcept' fuit Vic' qd p ſacrm pbor & legalium hominum de Balliva ſua diligent inquireret que dampna pred

Breach.

Dam' 1000 *l.*

Nihil dicit in Barr.

Un Briefe de Enquiry de Dam' ret' *Quin' Paſc'.*

pꝛed' Geoꝛgius & Mattheus ſuſtinuiſſent tam occōne fraccōnis
convencōnis pꝛed' quam ꝓ miſ̃ & cuſtag' ſuis ꝑ ipſos circa ſe-
ctam ſuam in ea parte appoſit' Et Inquiſicōnem quam &c. Vic'
conſtare faceret hic a die Paſche in quindecim dies tunc ꝓx' ſe-
quen' ſub ſigillo &c. & ſigillis &c. ad quem diem hic ven̄ pꝛed'
2 Brief de Geoꝛgius & Mattheus ꝑ Attoꝛn̄ ſuum pꝛed' Et Vic' nichil
Enquiry. inde fec' nec Br̃e inde miſit Iō ſicut pꝛius fiebat pꝛefat' tunc
Vic' aliud Br̃e inde in foꝛma pꝛedc̄ retoꝛnabile hic in Craſti-
no Sc̄e Trinitatis tunc ꝓx' ſequen̄ &c. ad quem diem hic ven̄
pꝛed' Geoꝛgius & Mattheus ꝑ Attoꝛn̄ ſuū pꝛed' Et Vic' nichil
3 Brief d'enquiry. inde fecit nec Br̃e inde miſit Iō ſicut pꝛius fiebat aliud Br̃e
pꝛefat' tunc Vic' in foꝛma pꝛedc̄ retoꝛnabile hic a die Sc̄i Mi-
chaelis in Tres Septimanas tunc ꝓx' ſequen' &c. Ad quem
diem hic ven' pꝛed' Geoꝛgius & Mattheus ꝑ Attoꝛn' ſuū pꝛed'
4 Brief d'enquiry. Et Vic' nichil inde fec' nec Br̃e inde miſit Iō ſicut pꝛius fiebat
pꝛefat' Vic' aliud Br̃e inde in foꝛma pꝛed' retoꝛnabile hic in
Octabis Sc̄i Hillarii tunc ꝓx' ſequen' &c. Ad quem diem hic
ven' pꝛed' Geoꝛgius & Mattheus per Attoꝛn' ſuū pꝛed' Et Vic'
5 Brief d'enquiry. nichil inde fec' nec Br̃e inde miſit Iō (ſicut pꝛius) fiebat pꝛefat'
tunc Vic' aliud Br̃e inde in foꝛma pꝛedc̄ retoꝛnabile hic in
Craſtino Aſcencōnis Dn̄i tunc ꝓx' ſequen' &c. ꝓut per recoꝛdū
& ꝓceſſum inde in pꝛedc̄ Cur' dc̄i Dn̄i Regis hic ſcilt apud
Et puis le darr' confin' del dit plea le dit M. Y. luy meſme eſſoigne & moruſt. Weſtm' pꝛed' reſiden' conſtat manifeſte Et idem Geoꝛgius
Giffoꝛd ulterius dic' q̄d poſt ult' continuacōnem p̄liti pꝛedc̄i ſcilt
poſt pꝛed' Octabas Sc̄i Hillarij ult' mencōnat' & ante pꝛed' Cra-
ſtinū Aſcencōnis Dn̄i tunc ꝓx' ſequen' (uſq; quem diem p̄litum
illud ult' continuat' fuit) ſcilt ſeptimo die Marcij anno regni
dicti Dn̄i Regis nunc triceſimo tertio pꝛefat' Mattheus Young
ꝑ quam plurimam paupertat' & diu̾ſa malefacta ꝑ ipſum perpe-
trat' ſeipſum elongavit & in locis ſecretis ac eidem Geoꝛgio pe-
nitus ignot' & ſic elongat' & in loco ſecreto exiſten' eodem die &
anno ult' mencōnat' obijt ſcilt apud Chelmsfoꝛd pꝛed' ꝑ quod
pꝛed' Br̃e Oꝛiginale pꝛimo ut pꝛefertur ꝑquiſit' & ꝓſecut' Aba-
tavit & caſſum & vacuū in lege devenit de cujus quidem Mat-
Le Pl. navoit notice de ceo tanq' 30 Jun. 33 Car. 2. Sur que il purchaſe ceſt brief recent. thei moꝛte occōne pꝛemiſſoꝝ pꝛed' ipē idem Geoꝛgius non ha-
buit notitiam donec diu poſt moꝛtem ill' videlt uſq; ult' diem
Junij anno triceſimo tertio ſupꝛadicto Quodque ſuperinde ipſe
idem Geoꝛgius recent' poſt notitiam de moꝛte pꝛed' Matthei hic
ſcilt quartodecimo die Julij anno triceſimo tertio ſupꝛadicto
ꝑquiſivit & ꝓſecut' fuit extra p̄dcm̄ Cur' Cancellar' dc̄i Dn̄i Re-
gis apud Weſtm̄ p̄dcm̄ tunc tent' exiſten̄ p̄dcm̄ Br̃e Oꝛiginale
ſuꝑ quo ipſe idem Geoꝛgius modo narravit vſus p̄fat' Jacobū
Young ut Fil' & Hered' p̄fat' Thome Young de & ſuꝑ fraccōn̄
convencōn̄ p̄d' in Indentura p̄dc̄ hic in Cur' ꝓlat' ſuperius ſpec'

†

tunc Vic' Com̃ Eſſex p̃d retornabile coram Juſticiar̃ ipſius Dn̄i Regis hic ſcilt apud Weſtm̃ p̃dcam̃ a die Sci Michaelis in tres Septimanas tunc pr' ſequen̄ oſtens̃ in forma p̃dca̅ &c. Et q̃d p̃d tunc Vic' haberet tunc Summonitores & Bre illud ad quem diem hic ven' p̃d Georgius p Attorn̄ ſuu̅ & optulit ſe quarto die v̄ſus p̃fat̃ Jacobu̅ de ptito p̃d' &c. Et ipſe tunc hic non ven̄ Et tunc Vic' Eſſex tunc hic mand' q̃d p̃d Jacobus nichil habuit &c. Sup quo precept' fuit eidem tunc Vic' Eſſex q̃d capet p̃d Jacobu̅ ſi &c. Et eum ſalvo &c. Ita q̃d haberet corpus ejus hic in Octabis Sci Hillarij tunc pr' ſequen̄ ad reſpondend̃ p̃fat̃ Georgio de ptito p̃d &c. Et Bre inde deliberat̃ fuit de Recordo &c. Ad quem diem hic ven̄ p̃d Georgius p Attorn' ſuu̅ Et optulit ſe quarto die v̄ſus p̃fat̃ Jacobum de ptito p̃d &c. Et Vic' nichil inde fec' nec Bre inde miſit & iſſint eſt continue tanq' al Octab' Sancti Hillarij Ad quem diem hic ſcilt apud Weſtm̃ p̃dcam̃ ven̄ tam p̃d Georgius p Johem Niccoll' Attorn̄ ſuum quam p̃d Jacobus Young p p̃dcm̃ Radm̃ Grange Attorn̄ ſuum p̃dcm̃ Sup quo ipſe p̃dcus̃ Georgius narravit v̄ſus ipm̃ Jacobu̅ Young de & ſup p̃dco Bri ſuo Originali ult̃ ſpec' de p̃d ptito convencoñ fract̃ modo & forma ſup̃dict̃ Et p̃dcus̃ Georgius Gifford ulterius dic' q̃d p̃d die pquiſicõis & pſecucõis p̃dci primi Bris Originalis p ipm̃ Georgiu̅ & p̃fat̃ Mattheum Young in vita ipſius Matthei ut p̃fertur v̄ſus prefat̃ Jacobum Young habit̃ ſcilt p̃d' duodecimo die Julij anno regni dci Dn̄i Regis nunc viceſimo nono ſupradicto ipſe predcus̃ Jacobus Young habuit div̄ſas terras & tenta per diſcenſu̅ hereditarium de prefat̃ Thoma Young patre ſuo in feodo ſimplici unde eidem Georgio de dampnis ſuis predcis̃ per ipſu̅ ſuperius exact̃ ſatiſfeciſſe potuit videlt apud Chelmsford p̃d Et hoc idem Georgius parat̃ eſt v̄ificare unde pet̃ Judiciu̅ & dampna ſua predca̅ occõne premiſſoꝝ predcoꝝ ſibi adjudicari &c. Cum hoc q̃d idem Georgius v̄ificare vult q̃d predca̅ cauſa accõnis quoad fraccõnem convencõnis pred' ſuperius ſpec' & allegat̃ in pred' Bri Originali & narracõne per pred' Georgium & Mattheum Young in vita ipſius Matthei ſic ut prefertur primo perquiſit̃ & pſecut̃ ac predca̅ cauſa accõnis quoad fraction' conventionis ill' ſuperius ſimilit' ſpec' & aſſignat̃ in pred' Bri Original' & narratione per ipſum Georgium modo ſimilit̃ ult̃ ut prefertur pquiſit̃ & pſecut̃ ſunt una & eadem cauſa actionis quoad fractionem ejuſdem conventionis & non alia neq; div̄ſa cauſa actionis &c.

Nihil habuit &c. ret' ſur ceo.

Capias a gard

Vic' non miſit Breve

Les parties appearont.

Le ore Pl. dit que le jour de purchaſe del dit primer Original ad aſſets per deſcent.

Averment.

Et predict̃ Jacobus Young dic' q̃d predict' Georgius Gifford ad pred' Craſtin' Aſcentionis Dn̄i uſq; quem diem pl'itum pred' ſuper pred' primum Bre originale ult' continuat' fuit ut prefertur in eadem Cur̃ hic non ven' nec pl'itum illud ulterius continuat̃

Rejoinder. Que le primer Brief fuit diſcontinue

continuat̄ fuit Set loquela illa tunc remanſit ſine die Quoq; p̄dcm Craſtinu Aſcen̄conis Dn̄i fuit decimus tertius dies Maij anno regni dc̄i Dn̄i Regis nunc triceſimo nono ſup̄dict Quoq; p̄dcum Br̄e unde p̄dcus Georgius ſup̄ius modo narravit p̄quiſit & p̄ſecut fuit p̄ p̄dcm Georgiu extra p̄dcam Cur Cancellar p̄dcam decimo quarto die Julij anno triceſimo tertio ſup̄dc̄o & non antea unde ex quo p̄d ult Br̄e non fuit recent p̄ſecut poſt p̄dcum Craſtinu Aſſen̄conis Dn̄i idem Jacobus pet Judicm & qd p̄dcus Georgius ab ac̄cone ſua hend p̄cludatur &c. Demurrer, & Joinder en Demurrer.

EN le Argument de ceſt Caſe le Councel del Def. inſiſt ſur ceux points:

1. Que fuit un material variance enter le primer & le ſecond Narr', car en le primer les Pls. countont forſq; al Dam̄ de 1000*l.* & en le ſecond le Narr' eſt al Dam̄ de 2000*l.* que ne doit eſtre, car le ſecond Briefe doit eſtre en continuance de primer Briefe, come *Spencer*'s Caſe eſt.
2. Que le primer Briefe abate per le default des Pls. car *Matthew Toung* moruſt 7 *Marcij* 33 *Car.* 2. & le darrein continuance que fuit ſur le primer Original fuit al *Octabas Hillarij* 31 *Car.* 2. & le mort de *Matthew Toung* fuit 7 *Marcij* 33 *Car.* 2. come eſt alledge per le Pl. meſme, iſſint que ceſt primer Original fuit diſcontinue per un long temps en le vie de *Matthew Toung*, & donc nul Briefe de Journeys Account giſt, & coment que le Pl. ad alledge que *Matthew* moruſt puis le darrein continuance, ceo ne availera, car un p̄ciſe temps doit eſtre alledge iſſint que poit appeare al Court que ſon mort fuit enter le jour de que & le jour al que le Action fuit continue; & iſſint ſont touts les Preſidents.
3. Que le ſecond Briefe ne fuit port deins due temps, car la fueront quatre Moyes & pluis apres le mort de *Matthew Toung* devant le purchace de ſecond Original, car *Matthew* moruſt 7 *Marcij* 33 *Car.* 2. & le ſecond Briefe fuit purchaſe 14 *Julij* 33 *Car.* 2. Et que le Pl. n'ad notice de ſon eloignement & mort tanq; le darrein jour de *June* 33 *Car.* 2. ne fuit material en le Caſe, car nul fuit oblige a doner notice a luy, & pur ceo il doit prender notice de luy meſme, & donc il appiert ſur le Record que le Pl. n'ad freſhment purſue ceſt ſecond Original come touts les Pleadings ſont en Caſe d'un Briefe purchaſe per Journeys Accounts.

Lutwyche fuit Accouncel ove le Def.

Nul Judgment fuit en le Caſe, ne nul ouſter Proceedings, come jeo aye ſur relation de Pl. meſme, que fuit Mr. *Gifford* de *Grays-Inne*; le reaſon de ceo, come fui informe per luy, fuit pur ceo, que fuit difference de Opinion enter les Judges ou le ſecond Action fuit port deins due temps ou nemy.

Nota, Quant al primer point; le Caſe de Sir *Thomas Finch*, *Cro. Car.* 294. lou en *Aſſumpſit* le primer Action fuit port en *Kent*, & le ſecond en *Suffolk*, & les Dam̄ en le primer Action fueront 500 *l.* & en le ſecond 600 *l.* Et uncore en un Briefe d'Error en *B. R.* ſur Judgment done en le *Common-Pleas* le Judgment fuit affirme. Et quant al les Damages le Caſe de *Boile* & *Scarborough*, *Stiles* 440. eſt accordant.

Et quant al tierce point de ceſt Caſe de *Gifford* & *Young*, eſt dit en le dit Caſe de Sir *Thomas Finch*, lou novel Original fuit purchaſe apres le Reverſal d'un Utlary, que le novel Original fuit port deins un ann apres le Reverſal del Utlary, & uncore adjudge bone. Mes en *Winch* 82. eſt dit per le Court en meſme Caſe en effect, que doit eſtre port immediatement apres le Reverſal del Utlary.

Knight v. *Greene*.

Cooke. Hill. 1 & 2 Jac. 2. Regis. Rot. 1385.

Berks ſſ. RIc̄us Greene nuper de Abingdon in Com̄ p̄dc̄o Maltſter & Priſcilla ux' ejus Adminiſtratrix bonoꝝ & catalloꝝ que fuer' Johis Webb nup̄ viri ſui qui obijt inteſtat &c. alias nuper dc̄i John Webb of Chilrey in the ſaid County of Berks Yeoman ſum̄ fuer' ad reſpondend' Rogero Knight Ar' de plito qđ teneant ei convenc̄onem inter ipm̄ Rogerum & p̄fat Johem in vita ſua fact' ſecundum vim formam & effectum quarundam Indentur' inde inter eos confect' &c. Et unde idem Rogerus per Joſephu Garrard Attorn̄ ſuu dic' qđ' cum per quandam Indenturam fact̄ā apud Newbery duodecimo die Junij anno regni Dn̄i Caroli ſecundi nuper Regis Anglie &c. triceſimo inter ipm̄ Rogeru per nomen Rogeri Knight de Greenham in parochia de Thacham in Com̄ Berks Ar' ex una parte Et p̄dcm̄ Johem Webb in vita ſua per nomen Johis Webb de Chilrey in dict' Com̄ Berks Yeoman ex altera parte (cujus alteram partem Sigillo ipſius Johis Webb in vita ſua Sigil-

Covenant ſur Indenture de Demiſe fait per le Pl al J. W. le Def. Priſcilla inteſtat.

Le Indenture dat' 12 Junij 30 Car. 2.

lat' Idem Rogerus hic in Cur' profert cujus dat' eſt eiſdem die & anno) teſtat' ſit qd' predcus Rogerus tam ꝓ & in conſideracõne cujuſdam dimiſſionis preantea fact' per dictum Rogeri Knight Anne Webb defunct' matri pred' Johis meſſuagij ſive tenementi & terrarum cum pertin' in eadem Indentur' poſtea mencõnat' & ſumẽ octoginta librarum legalis monete Anglie eidem Rogero Knight pre manibȝ bene & fidelit' ſolut' per prefat Johem Webb ad vel ante ſigillacõnem & delibacõnem ejuſdem Indentur' Ac etiam pro & in conſideracõne annual' reddit & reddit' condicon' convencon' & agreament' in eadem Indentur' poſtea reſervat' & mencõnat' fore ſolut' fact' & performat' per & ex parte predci Johis Webb Executor' Adminiſtrator' & Aſſign ſuorum dimiſiſſet conceſſiſſet & ad firmam tradidiſſet & per eandem Indentur' dimiſit conceſſit & ad firmam tradidit prefat' Johi Webb Executoribꝰ Adminiſtratoribꝰ & aſſigñ ſuis tot' ill' Meſſuagium ſive Tenementum Curtilag' Gardinum & Pomarium cum pertiñ jaceñ & exiſteñ in Chilrey pred' Et totã ill' un' virgat' terre & dimid' arabilis prati & paſtur' jaceñ & exiſteñ diſperſat' in Cõmunibus Campis de Chilrey predict' oĩa quequidem p̃miſſa ſunt cuſtumar' terr' & parcell' Manerij de Freethornes in Chilrey p̃d unacum Cõia paſtur' ambulacon & depaſturacon ꝓ uno Equo & dimid tribȝ Vaccis & Beſtijs ſteril' Anglice rother Beaſts & quadragint' & quinqȝ Ovibȝ ad eundm depaſturand & depaſcend in Campis pratis Cõmunijs & Cõmunicalibȝ locis de Chilrey p̃d dc̃o Meſſuagio ſpectan ſive ptinen ac oĩa & ſingula Hadia Anglice Hades Leyſur' Anglice Leyes Clauſur' prata Cõmuniam paſture vias eaſiament' ꝓficua cõmoditat' & emolument' quecunqȝ dc̃o Meſſuagio ſive Teñto ſpectan & tunc gaviſ ſive uſitat' cum eodem ſive acceptat' reputat' vocat' ſive cognit' eſſe part' parcell' vel membr' ejuſdem & tunc exiſten in tenura ſive occupacõne p̃dci Johis Webb vel ſuoꝝ aſſignat' (except' & ſemp reſervat' ex dimiſſioue & conceſſione p̃d dc̃o Rogero Knight hered & aſſignat' ſuis oĩbȝ & oĩmod Arboribus Maheremial' & al' Arboribus tunc ſtant' creſcen & exiſten vel que ſtarent creſcerent vel forent in vel ſup p̃miſſa p̃dca ſive aliquam partem vel parcell' eoꝝdem) Habend & tenend p̃d Meſſuagiu ſive Teñtã & una virgat' terr' & dimid ac oĩa & ſingula p̃miſſa & quamlibt partem & parcell' eoꝝdem cum ptin (except' percept') p̃fat' Johi Webb Executoribꝰ Adminiſtratoribꝰ & Aſſignat' ſuis a Feſto die Annunciacõnis be Marie Virginis ult' p̃terit' ante dat' Indentur' p̃d uſqȝ finem termini & ꝓ & duran toto termino nonagint' & novem annoꝝ extunc px' ſequen plenarie complend & finiend ſi p̃d Johes Webb p̃dca Priſcilla tunc ux' ejus & Johes Webb illoꝝ filius ſive aliquis ſive alter eoꝝ tam diu viverent

Le Demiſe d'un Meſſ. &c. in Chilrey.

Habend' pur 99 anns ſi le Leſſee Priſcilla ſa feme & John lour fitz, cy longe viver'.

rent Reddend̄ & ſolvend̄ ꝓinde annuatim & quolibt anno durañ dc̄o termino ꝑ Indentur̄ p̄dict̄ dimiſs' eidem Rogero Knight hered̄ & aſſignat̄ ſuis annualem reddit̄ ſive ſum̄am vigint̄ & duorum ſolidorum legalis monet̄ Anglie ſuper Feſt̄ dies Sc̄i Michis Archi & Annunciac̄onis bē Marie Virginis ꝑ equas & equales ꝓc̄ones Ac etiam Reddend̄ & delibanđ annuatim & quolibt anno durañ dc̄o termino p̄dc̄o Rogero Knight hered̄ & aſſignat̄ ſuis duos pingues Capones ſup primũ diem Januarij coīt vocat̄ Newyears-day apud domũ Maner̄ dc̄i Rogeri Knight in Chilrey p̄d Ac etiam Reddend̄ ſolvend̄ & deliband' dc̄o Rogero Knight hered̄ & aſſignũ ſuis ſup mortem cujuſlibt eorũ p̄d Johis Webb Priſcille ux' ejus & Johis Webb eorum filij morieñ teneñ & poſſeſſionat̄ de p̄miſſis ejus vel eorum optimũ bonũ ꝑ & in nomine Herriott Et dc̄us Johes Webb ꝓ ſe Executoribꝰ Adminiſtratoribꝰ & Aſſignat̄ ſuis & eorum quolibt convenit ꝓmiſit conceſſit & agreavit ad & cum dc̄o Rogero Knight hered' & Aſſignat' ſuis & eorum quolibt ꝑ Indentur' p̄d' q̄d ipſe dc̄us Johes Webb Executor̄ Adminiſtrator̄ & Aſſignat̄ ſui & quilibt eorum bene & fideliter ſolvent dc̄o Rogero Knight hered' & aſſignat̄ ſuis ſeperal' annual' reddit̄ & herriott' in Indentur̄ p̄d' preſervat̄ ad Feſt̄ dies tempore & loco p̄d' modo ut p̄dicitur ſecundũ verũ intent̄ & intencoñ Indentur' p̄d' Et poſtea quod ipſe p̄d' Johes Webb Executor̄ Adminiſtrator̄ & Aſſignat̄ ſui ad om̄ia tempora durañ termino predc̄o ad ejus & illorum propria miſas & cuſtag' repararent manutenerent & cuſtodirent dict̄ Meſſuagiũ ſive Teñtum domos & edificia adinde ſpectañ in bonis & ſufficient̄ reparac̄onibꝰ habeñ magno Maheremio allocat̄ ꝓinde Et etiam facerent clauderent ſepierent fodierent & purgarent om̄ia aque curſus fenſur̄ foſſat̄ & ſepiment̄ ſpectañ dict̄ p̄miſſis ac om̄ia dimiſſa p̄miſſa exiſteñ bene & ſufficieñ reparat' cum fenſur̄ ſepibꝰ foſſat̄ & ſepiment̄ exiſteñ fact' & emendat̄ ad finem & determinacoñ dimiſs' p̄d' pacifice & quiete relinquerent & ſurſum redderent in manus & poſſeſſionem p̄dc̄i Rogeri Knight hered' & Aſſignat̄ ſuorũ Et ulterius q̄d ipſe p̄dcus̄ Johes Webb Executores Adminiſtratores & Aſſignat̄ ſui & quilibt eorum ꝓut ipſi devenirent & forent de p̄miſſis poſſeſſionat̄ non com̄itterent ullam voluntariam ſeu ſpontaneam vaſtacoñ ſuper p̄miſſa ſive aliquam partem eorundem Et durant' p̄d' termino ꝑ Indentur̄ p̄dict̄ dimiſs' ſolvent ſuſtinerent Anglice bear & exonerarent om̄ia & om̄imod̄ decimas decimat' debita ſoluc̄ones & demand̄ quecunqꝫ que contingerent fore debit̄ ſive ſolubil' ex de vel ꝑ p̄dc̄is p̄miſſis dicto Regi hered̄ ſive ſucceſſoribꝫ ſuis ac Dño feodi ſive feodorꝫ eorũdem ſeu alicui al' ꝑſone Ac etiam ſicut ipſi poſſeſſionat̄ forent de p̄miſſis facerent Sectam & Ser-

Rendant 22 s. annual Rent, &c.

Et auxi rendant &c. al Pl. &c.

Covenant per le Leſſee a payer le Rent & Herriots.

Covenant de Repairer les Edifices,

Ayant grand Timbre allow.

Covenant pur reparatꝰ &c. de Fences, &c.

Covenant nemy afaire waſte.

Covenant al payer Diſmes & Taxes.

Covenant afaire ſuit & ſervice, &c,

Covenant nemy a demiser les premiſſes ſans licenſe de Leſſor, &c. & ſur ceo le breach aſſigne.

Covenant per Leſſor pur quiet enjoyment.

vicin̄ ad Cur' Baronis Dn̄i Manerij de Feethoꝛnes in Chilrey de quo eadem ten̄t exiſtunt Et q̄d ipſe p̄dcus̄ Johes Webb Executoꝛes Adminiſtratoꝛes vel Aſſignat̄ ſui non dimitterent locarent Anglice lett vel ponerent Anglice ſett p̄dc̄a dimiſſa p̄miſſa ſive aliquam partem eoꝝdem alicui vel aliquibꝫ ꝑſone ſive ꝑſonis quibꝫcunqꝫ duran̄ dc̄o termino ꝑ Indentur' p̄dict' dimiſſ' Abſqꝫ licencia p̄d Rogeri Knight Hered vel Aſſignat̄ ſuoꝝ in ſcripto ſub ejus vel eoꝝ manibꝰ & ſigillis pꝛius hit̄ ſive obtent' Et p̄d Rogerus Knight ꝓ ſe Hered Executoꝛibꝰ & Adminiſtratoꝛibꝰ ſuis convenit ꝓmiſit & agreavit ad & cum p̄d Johe Webb Executoꝛibꝰ Adminiſtratoꝛibꝰ & aſſignat' ſuis & eoꝝ quolibt per Indentur' p̄d q̄d ipſe p̄dcus̄ Johes Webb Executoꝛes Adminiſtratoꝛes & Aſſignat̄ ſui ꝓ & ſubt̄ p̄d ſeꝑal' annual' reddit̄ & reddit̄ condicon̄ convencon̄ & agreament̄ in p̄d Indentur̄ reſervat̄ & mencōnat̄ ex ejus & eoꝝ partibꝰ & vicibꝰ Anglice behalfs ſolvend p̄foꝛmand & cuſtodiend ꝉittime quiete & pacifice herent tenerent occuparent & gauderent p̄d meſſuag' ſive ten̄tum & unam virgat̄ terr' & dimid ac oīa & ſingula p̄dc̄a p̄miſſa & quamlibet ꝑtem & parcell' eoꝝdem cum ꝑtin̄ duran̄ toto dc̄o termino nonagint̄ & novem annoꝛum determinabil' ſicut p̄fertur Abſqꝫ aliquo ꝉittimo impediment̄ oneracōne ſecta moleſtacōne vel interrupcōne ipſius Rogeri Knight Hered ſive Aſſignat̄ ſuoꝛum aut aliquarum aliarum ꝑſone ſive ꝑſonarum quarumcunqꝫ ꝉittime clamantꝫ ſive qui clamarent ꝓ ab vel ſubt̄ eum illos ſive eoꝛum aliquem vel alterum ꝓut ꝑ eandem Indentur' inter alia plenius apparet Et idem Rogerus ulterius dicit q̄d p̄dcus̄ Johes virtute dimiſſionis p̄dc̄e in Indentur̄ p̄dc̄a ſuꝑius mencōnat̄ in ten̄ta p̄dc̄a cum ꝑtin̄ ſuꝑius ꝑ eandem Indentur̄ dimiſſ' intravit & fuit inde poſſeſſionat̄ Ac licet idem Rogerus bene & fidelit̄ ꝑfoꝛmavit ꝑimplevit & cuſtodivit oīa & ſingula convencōnes conceſſiones & agreament̄ in Indentur̄ p̄d ſuꝑius ſpecificat̄ ex parte ſua perfoꝛmand perimplend & cuſtodiend ſecundum foꝛmam & effectum Indentur̄ illius Pꝛoteſtando etiam q̄d p̄dcus Johes Webb in vita ſua non perfoꝛmavit perimplevit ſive cuſtodivit aliqua convencōn̄ ꝓmiſſion̄ conceſſion̄ ſeu agreament̄ in Indentura p̄d ſuperius ſpecificat̄ ex parte ſua perfoꝛmand' perimplend' ſive cuſtodiend ſecundum foꝛmam & effectum Indentur' illius in facto idem Rogerus dic' q̄d p̄dc̄o Johe in vita ſua de ten̄tis pꝛedcis̄ cum pertin̄ in foꝛma pꝛedc̄a poſſeſſionat̄ exiſten̄ ipſe idem Johes poſtea ſcil't ultimo die Febꝛuarij anno regni dc̄i Dn̄i Caroli ſecundi nuper Regis Angl' &c. triceſimo ſexto apud Newberry pꝛed' ſine licencia ipſius Rogeri in ſcripto ſub manu & ſigillo ipſius Rogeri in ea parte pꝛius hit̄ ſive obtent' alienavit & aſſignavit cuidam Robto Bunce de Chilrey pꝛed

Breach, que le Leſſee ſans licenſe alien & aſſign touts les premiſſes.

Yeoman om̃ia & ſingula teñta & premiſſa predc̄a cum pertiñ in
& per Indentur̃ pred' ſuperius dimiſs' & totũ ſtatũ & intereſſe
ſua de & in eiſdem tenementis predcis̃ cum pertin̄ ꝑ & duran'
tot tunc reſid' termini predc̄i ſicut prefertur determinabil'
contra formam & effectum Indentur̃ pred' per quod idem Ro-
gerus amiſit herriott ſuam debit' ſuper mortem predc̄i Johis
Webb ſecundum formam & effectum Indentur̃ illius Et ſic
dem Rogerus dicit qd̄ predcus̃ Johes Webb in vita ſua conven-
onem ſuam pred' in forma predc̄a factam non tenuit ſed infre-
git Et ill' eidem Rogero predcus̃ Johes in vita ſua tenere con-
adixit Et predc̄a Priſcilla poſt mortem ipſius Johis dum
pſa ſola fuit (cui Adminiſtrac̄o om̃ium bonorũ & catallorum
ue fuer̃ predc̄i Johis tempore mortis ſue poſt mortem ipſius
ohis apud Abingdon pred' com̃iſſa fuit) ill' eidem Rogero te-
nere contradixit ac predc̄i Ricus̃ Greene & Priſcilla poſt deſpon-
lia inter eos celebrat̃ hucuſq; ill' eidem Rogero tenere omino
contradixer̃ & adhuc contradic' unde idem Rogerus dic' qd' ipſe
eteriorat̃ eſt Et dampnũ het ad valenciam ſexaginta librarum
Et inde ꝓduc' ſectam &c. Demurrer, & Joinder en Demurrer.

Per que le Pl. ad perde le Herriott due ſur le mort de Jo. Webb le Leſſee.

LE Exception pris al Declaration fuit, que ne fuit monſtre, per que Letters de Adminiſtration fueront grant al Defendant *Priſcilla*, & quel Authority il ad, *ſed non allocatur*; car ne beſoigne al Plaintiff, que eſt eſtranger a monſtre ceo, coment Adminiſtrator que eſt Plaintiff doit ceo faire, 1 *Sid.* 228. *Peyto* & *Ruddock*'s Caſe, *Stiles* 463. *Ingram* & *Fawcet*'s Caſe, *Stiles* 106. *Clementſon* & *Mountford*'s Caſe.

Lucke

Lucke v. *Lucke*.

Cooke. Trin. 1 Jac. 2. Regis. Rot. 1709.

J. L. de W. Pl. verſ. J. L. de P. frere de T. L. defunct' T. F. & J. T. le ſole Child del A. T. defunct' ſœur de T. L. Def.

Suſſex ſſ. JOhes Lucke nuper de Penſhurſt in Com Kanc Yeoman al's dcus John Lucke of Penſhurſt in the County of Kent Yeoman only Brother of Thomas Lucke late of Penſhurſt aforeſaid deceaſed Thomas France nuper de Penſhurſt in Com Kanc Gen alias dcus Thomas France of Penſhurſt aforeſaid Gent. & Johes Turner de Penſhurſt in Com Kanc Yeoman alias dcus John Turner of Penſhurſt aforeſaid Yeoman only Child of Anne Turner Widow deceaſed one other Siſter of the ſaid Thomas Lucke ſum fuet ad reſpondend Johi Lucke de Wadhurſt in Com Suſſex Gen de plito qd teneant ei convencõnem inter pred Johem Lucke modo defunct Thomam France & Johem Turner & quendam Petrum Sharpe modo defunct & ipm Johannem Lucke modo Quer factam ſecundum vim formam & effectum cujuſdam ſcripti agreamenti inde inter eos confect Et unde idem Johes Lucke modo Quer per Robtum Spiller Attorn ſuum dic qd cum per quoddam ſcriptum agreamenti fact apud Wadhurſt primo die Novembris anno Dni milliſimo ſercenteſimo ſeptuageſimo octavo per pred Johem Lucke modo def. Thomam France & Margaretam uxorem ejus & Johem Turner ſimulcum pred' Petro modo defunct' & Franciſca uxore ejus per nomina Johis Lucke de Penſhurſt in Com Kanc Yeoman unici fratris Thome Lucke nuper de Penſhurſt pred defunct Petri Sharpe de Benenden in Com pred Gen' & Franciſce uxoris ejus unius ſororum pred' Thome Lucke Thome France de Penſhurſt pred Gen' & Margarete uxoris ejus un' al ſoror pred Thome Lucke & Johis Turner de Penſhurſt pred' Yeoman unice prolis Anglice only Child Anne Turner vidue defunct' unius alterius ſoror pred Thome Lucke (qd quidem ſcriptum ſigillis predcor Johis Lucke modo def. Petri Sharpe & Franciſce uxoris ejus Thome France & Margarete uxoris ejus & Johis Turner ſignat Idem Johes Lucke modo Quer' hic in Cur' profert cujus dat eſt eiſdem die & anno) teſtat fit qd pred Johes Lucke modo def. Petrus Sharpe & Franciſca uxor ejus Thomas France & Margareta uxor ejus & Johes Turner per pred' ſcriptum hic in Cur plat (recitando in eodem ſcripto qd' cum pred' Thomas Lucke obiiſſet inteſtat & reliquiſſet conſiderabilem ſtatum Anglice a conſiderable Eſtate ad valen-

Fait de Covenant.

Recital que T. L. moruſt inteſtate ayant un Eſtate al value de 705 l. 7 s. 6 d.

valenciam ſeptingentaꝝ ſeptuaginta & quinqꝫ libꝛaꝝ ſeptem ſolidoꝝ & ſex denar̃ unde una medietas ſive dimid' pars ſpectabat de jure cuidam Marie Lucke tanquam Relicte p̃dci Thome Lucke que quidem Maria tunc nuꝑ obijſſet inteſtat̃ Ac alia medietas ſive dimidia pars ut ſuppoſit̃ fuit ſpectabat p̃d Johanni Lucke modo Def. Petro Sharpe Thome France & Johanni Turner) notum fecer̃ om̄ibꝫ quod ipi p̃dci Johes Lucke modo Def. Petrus Sharpe & Franciſca uxoꝛ ejus Thomas France & Margareta uxoꝛ ejus & Johes Turner habuiſſent & recepiſſent de p̃dco Johe modo quer̃ ꝑ nomen Johis Lucke de Wadhurſt in Com Suſſex Gen fratre natumaximo p̃dce Marie Lucke vidue defunct' plenã & juſtã ſum̄am treſcentaꝝ octoginta & ſeptem libꝛaꝝ treſdecim ſolidoꝝ & novem denar̃ legalis monet̃ in plena ſolucõne & ſatisfaccõne p̃dce medietatis & de om̄ibꝫ & qualibet ipſoꝝ ſeꝑalibꝫ & reſpectivis poꝛcõnibꝰ ꝓpartibꝰ Anglice ſhares & dividend recepcõnem quoꝝ p̃dci Johes Lucke modo Def. Petrus Sharpe & Franciſca uxoꝛ ejus Thomas France & Margareta uxoꝛ ejus & Johes Turner ꝑ idem ſcriptum ſeperalit̃ & reſpective cognoviſſent Et ulterius per idem ſcriptum ab eadem medietate & de qualibt parte & parcella p̃dce medietatis dividend & ꝓpartis Anglice ſhare ipi p̃dci Johes Lucke modo Def. Petrus Sharpe Thomas France & Johes Turner ꝓmittebant ꝓ ſeipſo heredibꝰ executoꝛibꝰ adminiſtratoꝛibꝰ & aſſign ſuis ſalvare & conſervare indempn p̃dcm Johem Lucke modo Quer̃ executoꝛes adminiſtratoꝛes & aſſign ſuos ac ejus & eoꝝ bona terras & teñta ab omnibꝰ perſonis que tunc clamabant vel deberent aut poterint clamare aliquod rectum vel intereſſe in p̃dca medietate ꝓparte poꝛcõne vel dividend ut p̃fertur ſed ad null' al' perſonas vel clamea quecunqꝫ ꝓut per idem ſcriptum hic in Cur̃ ꝓlat̃ plenius apparet Et idem Johannes Lucke modo Quer̃ in facto dic̃ qd' poſt confeccõnem ſcripti pꝛedci & ante diem impetracõnis Bꝛis Oꝛiginalis ipſius Johis Lucke modo Quer̃ ſcilt ultimo die Junij anno Dni millimo ſexcenteſimo octoge mo tertio quedam Elizabeth Cambꝛidge vidua ſoꝛoꝛ ex paterno latere p̃dci Thome Lucke clamans titulum & intereſſe in p̃dca medietate pꝛedci ſtatus pꝛedci Thome Lucke que per ſcriptum pꝛedcm ſupponebatur ſpectare ad pꝛedcos Johem Lucke modo Def. Petrum Sharpe & Franciſcam uxoꝛem ejus Thomam France & Margaretam uxoꝛem ejus & Johem Turner ipſum Johem Lucke modo Quer̃ in Cur̃ Chꝛiſtianitatis tent apud Wadhurſt pꝛed coꝛam Venerabili viro Dño Rico Lloyd Mil' Legum Doctoꝛe Surrogato Venerabilis & Egregij viri Dni Leolini Jenkins Militis Legum etiam Doctoꝛis Curie Pꝛerogative Cantuar̃ Magiſtri Cuſtodis ſive Com̄iſſarij tit-

time

De quel un Moity appertient al M. L. le Relict de T. L.

Et auter Moity (come fuit ſuppoſe) al Defs. & P. S.

Et que les Defs. ount receive del Pl. 387 l. 13 s. 9 s. en pleine payment del dit Moity & del leur ſhares.

Covenant al ſaver le Pl. harmleſs de tous perſons claimant Intereſt en le dit Moity.

Breach.

Que E. C. ſœur del Intereſt *ex paterno latere* ſue le Pl. en le Prerogative-Court.

Pur ſa ſhare del dit Moity.

time conſtituti ꝓ porcõne ſua de predca medietate bonorum predci Thome Lucke que ad predcos Johem Lucke modo Def. Petrum Sharpe & Franciſcam uxorem ejus Thomam France & Margaretam uxorem ejus & Johem Turner per predcm ſcriptu ſpectare ſupponebatur traxit in pkitum Ac in eadem Cur̃ Chriſtianitatis coram prefat' Judice Spirituali petiit porcõnem e bonis predci Thome Lucke defunct' juxta Actum Parliamenti in hac parte edit' ſibi ꝓ ꝓparte ſua allocari

Et que ſur ceo taliter proceſſum fuit, que en meſme le Court un Decree fuit fait vers le Pl. pur 43 l. 1 s. 6 d. 6 Jul. 1683.

Notice done de ceo.

Super quo taliter in eadem Cur̃ Chriſtianitatis coram prefat' Judice ſpirituali ꝓceſſ' fuit q̃d poſtea ſcilt ſexto die Julij año Dnĩ milſimo ſexcenteſimo octogeſimo tertio ſupradicto prefat' Judex Spiritualis in eadem Cur̃ Chriſtianitatis juxta curſum ejuſdem Cur̃ ꝓnunciavit & decrevit porcõnem e bonis predci Thome Lucke pred Elizabeth Combridge contingen eidem Elizabeth allocand fore Ac eidem Elizabeth adtunc & ibm contra ipm Johem Lucke modo Quer̃ decrevit & allocavit que quidem porcõ ipſius Elizabeth eidem Elizabeth per p̃dcm Cur̃ Chriſtianitat̃ ſic ut prefertur allocat' & decret' in toto ſe attingit ad quadragint' & tres libras unũ ſolid & ſex denar' Et idem Johes Lucke modo Quer' ulterius dic' q̃d ipſe idem Johes poſtea ſcilt eiſdem die & año ult' mencõnat apud Wadhurſt p̃d dedit noticiam p̃fat' Johi Lucke Petro Sharpe Thome France & Johi Turner de ſecta & decreto p̃d v̄ſus ipm Johem modo Quer' ꝑ p̃dcam Elizabetham ſic ut prefertur hit' & obtent' p̃dct tamen Johes Lucke modo Def. Petrus Sharpe Thomas France & Johes Turner in vita p̃dci Petri Sharpe ac p̃dci Johes Lucke modo Def. Thomas France & Johes Turner poſt mortem p̃dci Petri hucuſq; non ſalvaver' & indempnẽ conſervaver' nec eoꝝ aliquis ſalvavit & indempnẽ conſervavit p̃dcm Johem modo Quer' a ſecta & decreto p̃d v̄ſus ipm Johem Lucke modo Quer' ꝑ p̃dcam Elizabeth ſic ut p̃fertur hit' & obtent' ſecundum formam & effectum ſcripti p̃dci Sicq; idem Johannes Lucke modo Quer' dic' q̃d p̃d Johes Lucke modo Def. Petrus Sharpe Thomas France & Johes Turner in vita p̃dicti Petri Sharpe ac p̃dict Johannes Lucke modo Def. Thomas France & Johannes Turner poſt mortem p̃dict Petri Sharpe licet ſepius requiſit' convenc̃onem p̃dcam de eo quod p̃d Johannes Lucke modo Def. Petrus Sharpe Thomas France & Johannes Turner ꝓmiſiſſent ſalvare & conſervare indempnẽ ipſum Johannem Lucke modo Quer' Executores Adminiſtratores & Aſſign ſuos ac ejus & eoꝝ bona terras & teñta ab omnibus perſonis que tunc clamabant vel deberent aut poterint clamare aliquod rectum vel intereſſe in p̃dca medietate ꝓparte porcõne vel dividend p̃dict ſtatus p̃dict Thome Lucke ut p̃fertur non tenuer' nec eoꝝ alter

ter tenuit ſed ill' ei contradixer' ac p̄dict' Johannes Lucke mod' Def. Thomas France & Johannes Turner ill' ei tenere contradic' unde dic' q̄d deteriorat' eſt & dampnu' het ad valenciam ſexagint' librar' Et inde p̄duc' ſectam &c. Judgment pur Plaintiff per *Nihil dicit*.

CEux Exceptions fueront priſe en Arreſt de Judgment.

1. Que le Pl. n'eſt aſcun party al le fait de Covenants, nec eſt le Covenant fait ove luy.

2. Que eſt nul lieu alledge en le Declaration ou le Spiritual Court fuit tent', quand le Decree fuit fait, que doit eſtre, pur ceo que eſt moveable; & en ceo le dampnificat' de Plaintiff conſiſt, & eſt iſſuable.

Reſp. 1. Al primer Exception fuit reſpond & reſolve per le Court, que le Declaration fuit aſſets bone, & pur ceo le Caſe de *Cooker* & *Child* fuit cite per Juſtice *Levinz*, quel Caſe eſt ore report per luy en ſon 2 *Rep.* 74.

Reſp. 2. Mes quant al ſecond Exception fuit dit per le Court, que ceo fuit un incurable fault, car coment que fuit inſiſt per le Councel del Pl. que fuit alledge en le Declaration, que le Pl. fuit implede in le Spirituel Court tenus al *Wadhurſt*, devant Sir *Leoline Jenkins* le Judge de meſme le Court, & que *taliter proceſſum* fuit en meſme le Court, que Sentence la fuit done per meſme le Judge, & pur ceo poet bien eſtre entend, que tout fuit al meſme le lieu, uncore fuit reſolve per tout le Court, que coment que ils poient entend ceo d'eſtre meſme le Court pur Juriſdiction & Authotity, uncore ils ne voilont intend ceo d'eſtre meſme le Court quant al local reſidence, come ſi un voile plede que tiel choſe fuit fait en Bank le Roy, & que apres fueront autres Proceedings ſur ceo, il doit monſtre, en quel lieu le Court fuit tenus, cibien quand les darrein Proceedings fueront, come en quel lieu le Court fuit tenus quand le primer Proceedings fueront. Et ſur ceſt Exception Judgment fuit arreſt.

Fuit dit per les Juſtices en ceſt Caſe, que *Pauls Church-Tard* fuit ſufficient viſne, come *Whitehall*, *King-ſtreet*, St. *Margarets Weſtminſter*.

Lambert v. *Lane.*

Winford. Trin. 3 Jac. 2. Regis. Rot. 1991.

Debt pur 200 *l.*

Narr' ſur fait de Covenants.

Per que le Def. Covenant ove le Pl. que en caſe le Def. per les meanes ou pcurement de Pl. obtiner' vel perquirer' aſcun eſtate &c. en un Meſſ. &c. in Com. Midd' que donc il voloit ſur requeſt faire al Pl. un leaſe pur 50 anns de aſcuns Rooms en le Meaſe particularment mention.

Midd' ſſ. GEorgius Lane nuper de London Carpenter alias dict' George Lane of the Pariſh of St. Sepulchres in London Carpenter ſum fuit ad reſpondend Chriſtophero Lambert Gen de plito qd' reddat ei ducentas libr' quas ei debet & injuſte detinet &c. Et unde idem Chriſtopherʒ p Willm Farmeric Attorn ſuu dic qd' cum pred' Georgius triceſimo die Auguſti anno Dni miltimo ſexcenteſimo octogeſimo quarto apud paroch Sci Jacobi Clerkenwell p quoddm ſcriptu ſuu ſigillo ſuo ſigillat' (qd' idem Chriſtopherus hic in Cur' pfert cujus dat' eſt eiſdem die & anno) p diverſis bonis & valuabil' cauſis & conſiderationibʒ ipm Georgiu adinde moven p ſe Hered' Executoribʒ & Adminiſtratoribʒ ſuis conveniſſet pmiſiſſet & agreaſſet ad & cum eodem Chriſtophero Executoribʒ Adminiſtratoribʒ & Aſſign' ſuis per ſcriptum illud qd' in caſu pd' Georgius Lane Hered' Executores & Adminiſtratores ſui vel alia pſona vel pſone per ejus ordinem conſenſum privitat' ſeu pcurament' in fiducia p pred' Georgio Hered' Executoribus & Adminiſtratoribʒ ſuis ſeu ad vel p ejus aut eor uſu vel uſibʒ ſeu exinde vel per qd' ipſe vel illi reciperent aliquod beneficiu per modum vel pcurament' dci Chriſtopheri Lambert perquirerent vel obtinerent aliquod ſtatum titulum vel intereſſe p hereditate vel termino annor de & in uno largo meſſuagio vel tenemento & gardino cum pertin' in Com Midd' qd' tunc imediate ab & poſt tale meſſuagiu vel tenementu & premiſſa predca conceſs' forent pred' Georgio Hered' Executor' vel aſſign' ſuis ſeu alicui al' perſone vel perſonis per ipſius Georgij direction' privitat' vel pcurament' in fiducia p eodem Georgio vel ejus Hered' & Executoribʒ ſuis ſeu p uſu vel uſib⁹ ipſi⁹ Georgij Hered' Executor' Adminiſtrator' vel Aſſign' ſuor aut p termino annor vel alit' ſeu aliomodo ſuper requiſicon' dci Chriſtopheri Lambert Executor' Adminiſtrator' ſeu Aſſign' ſuor fiend' poſt aliquem talem ſtatum vel intereſſe fiend' & concedend' in premiſſis ut predicitur ipe pred' Georgius Lane Hered' Executores & Aſſign' ſui facerent & concederent vel pcurarent fieri & concedi dicto Chriſtophero Lambert Executor' Adminiſtrator' & Aſſign' ſuis unam bonam & ſufficien' dimiſſionem per Indenturam de una parte pred' largi meſſuagij apud auſtralem finem continen' tres romas videlt unam romam terreſtrem (Anglice one Ground-Room) circumundiqȝ tabulatam (Anglice Wainſcotted all round) & alteras duas romas jacentes ſuper romam tabulatam (Anglice over the Wainſcotted Room) continen' inter parietes octodecim pedes in latitudine aut eo circit' & triginta & quatuor pedes in longitudine aut eo circit' inter parietes & prout eedem rome tunc fuer' & ſtetiſſent. Ac etiam unam peciam terre cum tectura (Anglice the Shed) ſuper eadem ſtante jacen' apud auſtralem finem dci magni meſſuagij & continen' in longitud' ſeptemdecim pedes aut eo circit' & in latitud' ſexdecim pedes aut eo circit' pro termino quinquaginta annoꝝ incipien' a confectione ejuſdem dimiſſionis vel pro tali termino annoꝝ qualis conceſſus foret in eadem dicto Georgio Lane hered' Executor' Adminiſtrator' vel Aſſign' ſuis vel alicui perſone vel perſonis per ejus ordinem vel procurament' ut ſupradicitur (reſervan' ſolumodo ei vel eis ſex menſes) Ad & pro redditu unius grani piperis pro dictis tribꝰ romis & annualem redditu quinquaginta ſolidoꝝ ꝑ dca terra ſolubil' quarterial' (Anglice Quarterly) cum uſitat' & raconabil' convenconibꝰ in eadem dimiſſione continen' Et ad pformationem ſcripti pred' & cujuſlibet clauſule in eodem content' p̃dcus Georgius obligaſſet ſe hered' executores & adminiſtratores ſuos eidem Chriſtophero Lambert execut' & aſſign' ſuis in penali ſuma ducentarum librarꝫ ſterlingoꝝ firmit' per ſcriptum illud prout per idem ſcriptum plenius liquet & apparet Et idem Chriſtoperꝰ in facto dic' q̃d pred Georgius per modum & pcurament' ipſius Chriſtopheri poſt confectionem ſcripti pred' ſcilt primo die Octobris anno Dni Millimo ſexcenteſimo octogeſimo quarto apud paroch Sci Jacobi Clerkenwell p̃d obtinuit termin' ſexaginta annorum de & in p̃d uno largo meſſuagio & gardino cum ptin ſcituat' jacen & exiſten in Com Midd pred in paroch pre in forma pred a quodm Johe North Armig' Et ulteriꝰ idm Chriſtopherꝰ in facto dic' q̃d predcus Georgius non fecit nec conceſs' neqȝ pcurabit fieri vel concedi eidem Chriſtophero aliquam bonam & ſufficien dimiſſionem ꝑ Indenturam de una parte p̃d largi meſſuagij in forma pred ſic ut prefertur ſed pred unam partem p̃d largi meſſuagij poſtea adtunc & ibm diruit & ad terram proſtravit quam quidem dimiſſionem eidem Chriſtophero p̃d Georgiꝫ facere debuit ſecdm formam & effecm ſcripti pred per q̃d actio accrevit eidem Chriſtophero ad exigend & habend de p̃dict Georgio p̃dcas ducentas libr' p̃dict' tamen Georgiꝫ licet ſepius requiſit' p̃dcas ducent' libr' eidem Chriſtophero nondum reddidit ſed ill' ei hucuſqȝ reddere omnino contradixit & adhuc contradic' unde dic' q̃d deteriorat' eſt Et dampnum habet ad valenciam

Le Def. oblige luy meſme en 200 *l.* a performer Covenants.

Averment que le **Def.** per meanes de Pl. ad obtaine un terme de 60 anns in un Meſſ. &c.

Breach que le Def. n'ad fait a luy un leaſe, &c.

treſcentarũ librarũ Et inde ꝓduc' ſectam &c. Demurrer, & Joinder en Demurrer.

JUdgment fuit done en ceſt Caſe ſans argument per Courſe del Court, pur ceo que le Def. ne appeare a arguer ſon Demurrer. Mes le point intend, come ſemble, fuit, que le Plaintiff doit aver alledge que il ad requeſt le Def. a faire a luy le leaſe; mes ſemble que ne fuit neceſſary, le Def. aiant diſable luy meſme a ceo faire per le ꝓſtation del Buildings. *Vide* ceux Caſes, *Co.* 5. 20. *Fitzh. Covenant* 2 & 29. *Co.* 1. 25. b. 2 *Cro.* 375. 21 *E.* 4. 55. b.

Brailſford v. *Parſons.*

Belvin. Mich. 3 Jac. 2. Regis. Rot. 350.

Covenant ſur Indent' de demiſe fait per Pl. al Def.

Date del Indent' 4 Aug. 28 Car. 2.

Conſiderat'

Derb' ſſ. Robert⁹ Parſons nuꝑ de Seignoꝛ alias Senioꝛ in Com̃ pꝛed' Agricola alias dict' Robert Parſons de Seignor alias Senior aforeſaid Husbandman ſum̃ fuit ad reſpondend' Thome Bꝛailsfoꝛd Gen' de plito q̃d teneat ei conventionem inter eos fcam̃ ſecdm̃ foꝛmam & effecm̃ quarundam Indenturarũ inter eos confectarũ &c. Et unde idem Thomas Bꝛailsfoꝛd ꝑ Geoꝛgiũ Shawe Attoꝛnũ ſuũ dic' q̃d cum per quandam Indenturam fact' apud Haulthucknall quarto die Auguſti anno regni Dn̄i Caroli ſecdi nuper Regis viceſimo octavo inter ipm̃ Thomam per nomen Thome Bꝛailsfoꝛd de Seignoꝛ alias Senioꝛ in parochia de Haulthucknall p̃d' in Com̃ Derb' Gen' ex una parte & pꝛefat' Robtũ per nomen Robti Parſons de Seignoꝛ alias Senioꝛ p̃d' Husbandman (cuj⁹ alteram partem ſigillo p̃d' Robti ſignat' idem Thomas hic in Cur' ꝓfert cuj⁹ dat' eſt eiſdem die & anno) teſtat' ſit qd' p̃d' Thomas ꝑ & in conſ ſum̃e treſcentarũ & quinquaginta libꝛarũ bone & legalis monete Anglie ipſ' p̃manib; ſolut' ad & ante ſigillac̃onem & deliberationem Indenture pꝛed' per pꝛedcm̃ Robtũ cuj⁹ recepc̃on ipſe pꝛed' Thomas per eandem Indenturam cognovit & ſeipſum cum eadem plene ſatisfact' & ſolut' Ac de eadem & cujuſlibet parte & parcell' ejuſdem clare Anglice clearly acquietavit exoneravit & relaxavit Anglice did diſcharge pꝛed' Robtũ Executores & Adminiſtratoꝛes ſuos & eoꝛũ quemlibet imperpetuũ per eandem Indenturam Acetiam ꝓ & in conſ' reddit' in eadem In-

dentura poſtea reſervat' & conventōn & agreament' in eadem poſtea mencōnat' dimiſiſſet conceſſiſſet locaſſet & ad firmam tradidiſſet Et per eandem Indenturam dimiſit conceſſit locavit & ad firmam tradidit predcō Robto Executoribȝ & Adminiſtratoribȝ ſuis totũ ill' ſuũ Capitale Meſſuagiũ vel domũ firmar' Anglice Farm-Houſe cōit' vocat' ſive cognit' per nomen de Seignor alias Senior pred' in parochia de Haulthucknall pred' per nomen toti⁹ illi⁹ ſui Capital' Meſſuag' vel domus firmar' Anglice Farm-Houſe cōit' vocat' ſive cognit' per nomen de Seignior alias Senior pred' cum omnib⁹ domibȝ edificijs horreis ſtabulis ſtructionibȝ Anglice Buildings pomar' Gardinis atrijs croftis terris pratis paſturis paſturacōnibȝ Anglice Feedings cōijs proficuis & comoditatibȝ quibȝcunqȝ pred' Meſſuagio firme ſive tentō de jure in aliquo modo ſpectan' ſive pertinen' & tunc vel tunc nuper in tenura ſive occupacōne predc' Robti Aſſign' ſive Aſſign' ſuorũ Except' & ſemper reſervat' ex dimiſſione ill' pred' Thome Heredibȝ & Aſſign' ſuis camera cōit' vocat' camera aule & conclavi Anglice Cloſet eidem camere adjungen' in pred' capitali meſſuagio acetiam loco pro ſtabulo Anglice Stable-room vel ſtacōne pro uno equo vel equa in clauſo Anglice in the Stall in ſtabulo pred' capitali meſſuagio pertinen' cum liba libertat' ingreſs' egreſs' & regreſs' in ad & ab eiſdem ad omnia tempora acetiam una pecia boſci Anglice Wood-Ground inclus' pertinen' pred' capitali meſſuagio cōit' vocat' le Tootall Acetiam omnimod' boſcis Anglice Woods & arboribȝ maheremij Anglice Timber-Trees tunc ſtantibȝ creſcen' vel exiſten' vel tunc poſtea fore ſtan' creſcen' vel exiſten' in vel ſuper aliquam partem ſive parcell' predcōrũ premiſſorum Acetiam except' & reſervañ ex predict' conceſſione & dimiſſione predcō Thome Heredibȝ & Aſſign' ſuis liba libtat' ingreſs' egreſs' & regreſs' in totum ſive aliquam partem predict' premiſſorum ad omnia tempora tunc poſtea pro proſtrando Anglice for felling boſci fodendo Anglice ſinking puteorũ Anglice of Pitts obtinendo & ſtringendo Anglice ſtacking carbonũ & lapidũ ferreor' & eoſdem capiend' ducend' aſportand' & abinde carriand' vehiculis Anglice Waynes carectat' & carriagijs ad ejus vel illorũ voluntat' & plita facien' & allocan' talem rationabilem ſatisfaccōnem pred' Robto Executoribȝ vel Adminiſtratorib⁹ ſuis pro omnibus tal' dampnis qual' ipſe vel illi ſuſtinerent ratione ejuſdem ad viſum & Judicm̃ duorũ rationabilm̃ hominũ indifferent' eligend' per partes predcas' ad vidend' & ordinand' eadem Habend' & tenend' pred' meſſuagiũ ſive tentũ cum omnibus domibus extradomibus edificijs ſtructionibus horreis atrijs pomar' gardin' clauſis terris pratis paſturis cōijs proficuis & comoditatibus cum illorũ pertinen'

Le demiſe d'un capital Meſſ. &c. en Haulthucknall appel Seignor.

Except' de part de Premiſſes al Leſſor &c.

Art' except⁹ de liberty &c. a proſterner bois & a foder carbons, &c.

Allowant reaſonable ſatisfact' pur dam' per le view & Judgment de deux reaſonable Perſons d'eſtre elect per les parties.

nen' ut ſupradict (Except precept) pred' Roberto Executoribus & Adminiſtratoribus ſuis a viceſimo tertio die Marcij tunc prox' ſequen' poſt dat Indentur pred' uſq; plenũ finem & termin' undecim annorũ extunc prox' ſequen' & plenar' complend' & finiend'

Rendant pur les primer 8 anns 5 l. annualment & pur le reſidue de terme 65 l. ſur le 25 de March & le 25 de September.

Reddend' & ſolvend' inde pred' Thome Brailsford Hered' & Aſſign' ſuis annuatim & quolibet anno duran' octo prioribus annis pred' termini undecim annorũ annual' reddit quinq; librarũ bone & legalis monete Anglie & annuatim & quolibet anno duran' ultimis tribus annis reſid' termin' pred' undecim annorũ annual' reddit ſexaginta & quinq; librarũ conſilis legalis monete Anglie ad duo uſual' Feſta ſive dies in anno (id eſt) ad feſtivos dies Annunciationis nr̄e Beate Virginis Marie & Sc̄i Michaelis Archi per equas & equales portiones prima ſolutio inde incipiend' in vel ſuper Feſtũ Annunciationis Beate Dn̄e Virginis Marie tunc prox' ſequen' dat Indenture p̄d'

Proviſo de Reentry pur Nonpayment de Rent.

Et ſi contingeret qd' annual' reddit' p̄d' foret retro vel inſolut in parte vel in toto per ſpaciũ viginti dierũ tunc ꝓx' ſequen' poſt aliqua p̄d' feſta vel dies ſup quos idem ſolvͤe deberet ut ſup̄dcm Qd tunc & extunc foret & poſſet eſſe legale ad & ꝓ p̄dc̄o Thoma heredib; & aſſign' ſuis in p̄d meſſuagiũ ſive teñtum domus ſtrucc̄ones clauſa terras & om̄ia al' p̄miſſa cum ſuis & cujuſlibt eoꝝ ptinen' totalit' ad reintrand & eadem iterum hend retinend & repoſſidend ſicut in ejus vel eoꝝ priori ſtatu Illa Indentura vel aliqua re in illa content in contrariũ aliquo modo non obſtan' Et p̄dcus Robtus ꝓ ſeipſo executorib; & adminiſtratorib; ſuis & ꝑ quolibt eoꝝ ꝑ Indentur p̄d conveniſſet ꝓmiſiſſet & conceſſiſſet ad & cum p̄dc̄o Thoma heredib; & aſſign' ſuis & quolibt eoꝝ modo & forma ſequen'

Covenant pur reparat' del Edifices & Fences.

Qd ipe p̄dcus Robtus executores & adminiſtratores ejus vel aliqui eoꝝ apud ejus vel eoꝝ ꝓpria cuſtag' & onera de tempore in tempus & ad om̄ia tempora tunc poſtea quando & toties quoties neceſſitas requireret duran' continuac̄one ill' dimiſſionis bene & ſufficient' repararent Anglice ſhould and would repair ſupportarent manutenerent ſupertenerent Anglice uphold circumſeptirent Anglice hedge foderent Anglice ditch purgarent Anglice ſcour p̄ſepirent Anglice fence emendarent & conſervarent p̄dcm meſſuagiũ ſive teñtum & om̄ia & ſingula p̄menc̄onat' p̄miſſa in ꝑ & cum om̄ib; & om̄imodis requiſit' & neceſſar' reparac̄onib; paliando Anglice paleing murendo Anglice walling circumſeptiendo Anglice hedging fodiendo Anglice ditching & purgando Anglice ſcouring p̄ſepiendo Anglice fencing & emendando Anglice mending quecunq; (principali maheremio tantummodo except)

Principal Timber except.

Ac p̄dcm meſſuagiũ ſive teñtum & om̄ia & ſingula alia p̄menc̄onat' eſſe dimiſſ' p̄miſſa cum ptinen' exiſten' tam bene & ſufficient' reparat' ſupportat' Anglice ſupported manutent mutent̄ ſuptent̄ Anglice upholden foſſat̄ Anglice ditched circumſept̄ Anglice hedged purgat̄ p̄ſept̄ Anglice fenced & emendat̄ cum talibꝫ bonis domeſticis Anglice Houſhold-ſtuff & bonis domeſticis ꝑtinen̄ Anglice Appurtenances of Houſhold qual̄ ſunt mencōnat̄ in Schedula eidem Indenture annex' in tam bono caſu & condicōne Anglice plight quam eadem tunc antea illa delibat̄ fuer̄ in vel circa decimū nonū annū regni tunc Regis Anglie &c. (rōnabili uſu tantumōdo except̄) in fine p̄dcī termini undecim annoꝝ vel al' citioꝛis determinacōn̄ dimiſſionis p̄d pacifice & quiete relinqueret Anglice ſhould and would leave ſurſum redderet & ſurſum traderet eadem p̄dc̄o Thome heredibꝫ & aſſign̄ ſuis Acetiam q̄d foꝛet & poſſet eſſe legale ad & ꝓ p̄dc̄o Thoma heredibꝫ & aſſign̄ ſuis cum laboꝛatoꝛibꝫ Anglice Workmen & alijs in ſuis vel eoꝝ Societat̄ Anglice Company vel abſqꝫ ſemel in quolibt anno annuatim duran̄ termino p̄dc̄o vel ſepius ad veniend̄ in & ſuꝑ p̄dimiſſa p̄miſſa & quamlibt vel aliquam partem inde ibm ad vidend̄ ſcrutand̄ & ꝓſpiciend̄ ſtatū & condicōnem reparacōnum eoꝝdem Et ſuꝑ quolibt tali viſu & ſcrutacōne ad dand̄ vel mittend̄ noticiam in ſcriptis Anglice leave notice in writing apud p̄dcm̄ dimiſs' meſſuagiū ad vel ꝓ p̄dc̄o Roberto executoꝛibꝰ & adminiſtratoꝛibꝰ ſuis de om̄ibꝰ defalt̄ & defect̄ reparacōnū adtunc & ibm invent̄ ad reparand̄ & emendand̄ eadem infra ſex menſes ꝓx' ſequen̄ tal' viſum fact̄ & noticiam dat̄ ut ſupꝛadcm̄ infra quod quidem tempus & ſpacium ſex menſium ipſe p̄dcus̄ Robtus conveniſſet ꝓmiſiſſet & conceſſiſſet ad & cum p̄dc̄o Thoma Brailsfoꝛd heredibꝫ & aſſign̄ ſuis & quolibt eoꝝdem ꝑ Indentur̄ p̄dict̄ bene & ſufficient' ad reparand' & emendand̄ eadem Et p̄dcus̄ Robtus ꝓ ſeipſo executoꝛibꝰ & adminiſtratoꝛibꝰ ſuis & quolibt eoꝛundem ꝑ Indenturam p̄dcam̄ ulterius conveniſſet ꝓmiſiſſet & conceſſiſſet ad & cum p̄dc̄o Thoma heredibꝰ & aſſign̄ ſuis & eoꝝ quolibt Qd' ſi contingeret ad aliquod tempꝰ duran̄ continuacōne dimiſſionis pꝛedc̄ p̄d Thome heredibꝰ vel aſſign̄ ejus mente occurreret Anglice ſhould take in mind ad ꝓſtrand̄ poſterioꝛem finem Anglice the neather-end pꝛedcī capitalis meſſuagij (id eſt) Culmam cum Conclavibꝰ Anglice Rooms ſupꝛa ill' & eadem reedificand̄ Qd̄ tunc pꝛedcus̄ Robtus executoꝛes & adminiſtratoꝛes ejus ducerent Anglice ſhould and would lead carriarent & deponerent convenient' apud pꝛedcm̄ capital' meſſuagiū ejus tale materiale ligni lapidis calcis Anglice Lime ſcandule Anglice Slate luti Anglice Clay arene & om̄ al' material' que foꝛent requiſit̄ & neceſſar̄ ad reedificacōnem & reparacōnem eoꝝdem vel aliquoꝝ al' dc̄oꝝ dimiſs' pꝛemiſſoꝝ pꝛedc̄o Thoma hered̄ vel aſſign̄ ſuis exiſten̄ ad onera ꝓvidendi pꝛedc̄oꝝ material' in ꝓmptu ꝓ aſpoꝛtacōne Anglice leading

Covenant pur delivery al fine de terme de biens en un Schedule annex' &c. en tam bone plight que eux fueront en ou circa le 19 an. Car. 2. reaſonable uſe except'.

Covenant que le Leſſor averoit Liberty a recover les premiſſes & a mitter notice al Meſſ. de defects de Repairs, &c. & a repairer eux deins ſix mois.

Covenant a repair er deins le dit temps.

Covenant que ſi le Leſſor voile proſtate le Kitchen, &c. que la Leſſee voiloit carier les neceſſary materials a reedifier ou a repairer eux ou aſcuns auters de les edifices le Leſſor ꝓvidant eux priſt pur carriage.

leading Acetiam q̄d predc̄us Robtus executores & adminiſtratores ejus diligent' deponerent Anglice ſhould and would carefully lay up & tuto preſervarent om̄e tale vetus maherenm̄ lapidem & ſcandulam qual' tunc fuit jacen̄ & exiſten' in & ſuper predcm̄ capital' meſſuagiū ꝓ uſu & beneficio predc̄i Thome hered & aſſign̄ ſuoꝝ quando ill' vel illi haberent occac̄onem ad utend eiſdem Acetiam qd fuit vera intenc̄o & ꝓpoſit' partium Indentur' pred quod predcus̃ Robtus executores & adminiſtratores ejus ſolum̄odo herent uſum poſterioris partis Anglice the neather-part pred capitalis meſſuagij id eſt Culmam & Conclavia Anglice Rooms ſuper eam uſqꝫ talia tempora qual' eadem reedificat' forent ſed poſtea eadem reedificat' forent tum predcus̃ Thomas heredes & aſſign̄ ejus ad habend ſolum uſum & beneficium ejuſdem & predc̄us Robtus executores & adminiſtratores ejus non hend aliquod jus vel intereſſe vel aliquod adinde faciend aliqua convenc̄one clauſo Angl' clauſe ſive Articulo in dimiſſione ill' vel aliquo in eadem content' in contrarium aliquo modo non obſtan̄ Acetiam qd foret & poſſet eſſe legale ad & ꝓ predc̄o Thoma heredib9 & aſſign' ſuis de tempore in tempus & ad om̄ia tempora duran̄ continuac̄one dimiſſionis pred ad habend libam libtatem ingreſs' egreſs' & regreſs' ambulandi in atrijs Anglice Courts gardinis & pomar' predc̄i capitali meſſuagio ꝑtinen̄ & ponendi arbores inſita Anglice Grafts plantas & flores in predcis̃ pomar' & gardinis ad ejus vel eorum voluntat' & placita Et qd predcus̃ Robtus executores & adminiſtratores ejus ad om̄ia tempora duran̄ continuac̄one dimiſſionis predc̄ nutrirent Anglice ſhould and would nouriſh & diligent' preſervarent & indempn' conſervarent a dampno vel malo pecudum vel al' negligentis ſpolij vel deſtrucc̄onis oēs pred arbores inſita plantas & flores tunc creſcen̄ vel tunc poſtea fore creſcen̄ in pomar' & gardinis predcis̃ Ac ulterius predcus̃ Robtus ꝓ ſeipſo executorib9 & adminiſtratoribus ſuis & ꝓ quolibt eorundem ꝑ eandem Indenturam convenisset ꝓmiſiſſet & conceſſiſſet ad & cum predc̄o Thoma heredibus & aſſign̄ ſuis Qd ipſe predcus̃ Robtus executores & adminiſtratores ejus de tempore in tempus & ad om̄ia tempora duran̄ continuac̄one dimiſſionis predc̄ ad ſua ꝓpria cuſtag' & onera ſolverent Anglice ſhould and would pay ſuſtinerent & exonerarent & erogarent om̄ia tal' eccleſiaſtica debita taxac̄ones aſſeſſamenta onera & al' ſoluc̄ones quecunqꝫ cum quib9 eadem premiſſa & qualiter vel aliqua pars inde foret vel poſſet eſſe onerat' vel onerabil' Anglice liable ad ſolvend duran̄ termino predc̄o Except' capitali reddit' debit' ꝓ predc̄o meſſuagio Dño feodi Et ulterius qd nec predcus̃ Robtus executores vel adminiſtratores ejus ad aliquod tempus vel tempora duran̄ continuac̄one dimiſſionis p̄edc̄ ꝓſtrarent Anglice ſhould or would fell ſcinderent Anglice cut down detruncarent Anglice lop vel decacummarent Anglice top aliquas maheremij arbores Anglice Timber-trees vel aliquas al' arbores tunc ſtan̄ creſcen̄ ſive exiſten̄ vel que tunc poſtea ſtarent creſcerent ſive exiſterent in vel ſup p̄dc̄a dimiſſa p̄miſſa vel aliquam partem inde ſine licentia & conſenſu p̄dc̄i Thome hered & aſſign̄ ſuoꝝ in ea parte in ſcriptis ſub ejus vel illoꝝ manibꝫ & ſigill' prius hit' & obtent' nec conceſſerent dimitterent locarent venderent aſſignarent & transferrent p̄d dimiſs' meſſuag' & al' p̄miſſa vel aliquam partem inde vel ejus vel illoꝝ ſtat' ſive terminū annoꝝ ſeu aliquam partem ejuſdem in vel ad eadem p̄miſſa duran̄ termino ꝑ Indentur' p̄d conceſs' aliquibꝫ ꝑſone ſive ꝑſonis quibuſcunqꝫ alit' quam ejus uxori ſoboli Anglice Child vel libis ſine licencia & conſenſu p̄dc̄i Thome hered & aſſign̄ ſuoꝝ in illa parte prius hit' & obtent' in ſcriptis ſub ejus vel illoꝝ manibꝫ & ſigillis Et ulterius qd̄ p̄dcus̄ Robtus executores vel adminiſtratores ejus & eorum quilibt de tempore in tempus & ad om̄ia tempora duran̄ continuac̄one dimiſſionis p̄dc̄ negotiarent Anglice ſhould employ uterentur & impenderent om̄imod manur' Anglice manure compoſit' Anglice compoſt & fimū que forent fact' ſup p̄dc̄a dimiſs' p̄miſs' cum grano Anglice Corn feno & ſtramine que tunc poſtea creſcerent ſup p̄d dimiſs' p̄miſs' ꝓ & ſup cultum Anglice manuring & meliorac̄onem p̄dcoꝝ dimiſs' p̄miſs' & ſup cultum null' aliarū terrarum quarumcunqꝫ & relinquerent Anglice ſhould and would leave om̄em & quamlibt partem & parcell' p̄d dimiſs' terrarum & p̄miſs' ad expirac̄onem p̄dc̄i termini undecim annorum vel al' citiorem determinac̄onem dimiſſionis p̄dc̄ in tam bona virtute Anglice in as good heart ſtat' Anglice plight & condic̄one quam ill' fuer' tempore ſue prime in eadem intrac̄onis que fuit in vel circa decimū nonū annū regni tunc Regis Anglie &c. virtute prioris dimiſſionis inde fact' & tunc ſurſum reddit' Et qd̄ foret & poſſet eſſe legale ad & ꝓ p̄dc̄o Thoma heredibꝫ & aſſign̄ ſervis & laboratoribꝫ Anglice Workmen ſuis ad aliquod tempus ſive tempora in ultimo anno p̄dc̄o termini undecim annorum ad arand ſulcand Anglice fallow colend Anglice manure & cum calce meliorand Anglice Lime tal' & tant' alicujus partis terraꝝ p̄d p̄miſs' quant' ipi vel ipſis bonū & conveniens eſſe videretur abſqꝫ impedimento ſecta turbac̄one ſive moleſtac̄one ipſius p̄dc̄i Robti executor' vel adminiſtrator' ſuor' deducc̄one reddit' p̄d ꝓ qualibt acra quod foret fact' eſtival' ſulcat' Anglice Summer-fallow ult' anno decem ſolid & ſex denar' ꝑ acram Acetiam qd̄ p̄d Robtus executores nec adminiſtratores ejus ad aliquod tem-

Que le Leſſee, &c. ne ſcinderont, &c. aſcun arbs, &c. ſans licence, &c. en eſcript, &c.

Covenant que le Leſſee ne demiſer', &c. forſq; al ſa feme, &c. ſans licenſe, &c. en eſcript.

Covenant que le Leſſ impender' tout le Manure, &c. pur le maintainance de terrs demiſe. Et auxi a relinquer les premiſſes en cy bone heart & plight que fueront al temps de entry del Def.

Covenant que s'roit loial al Pl. en le darrein anne del term de arrer' &c. Deduct' tant per acre hors de le Rent.

Covenant que le Leſſ non arrer', &c. le Neather Croft ſans licenſe pus ſive tempoꝛa duran' continuac̄one p̄dc' dimiſſionis non ararent Anglice ſhould not nor would plough fodirent vel ſurſum frangerent vel foꝛe arat' foſſa vel ſurſum fract' cauſarent cl̄m vocat' ꝓximus Croftum Anglice the neather Croft adjungen' p̄d capitali meſſuagio exiſten' part' p̄d dimiſſ' p̄miſſ' nec aliquam partem inde ſuis licencia & conſenſu p̄dc' Thome hered̄ vel aſſign' ſuoꝝ in ſcriptis ſub ejus vel eoꝝ manib; & ſigillis pꝛius hit' & obtent' ſed ſi contingeret q̄d p̄dcus Robtus executoꝛes vel adminiſtratoꝛes ejus ararent Anglice ſhould and did plough fodirent & ſurſum frangerent vel ꝑmitterent foꝛe arat' foſſ' ſive ſurſum fract' p̄dcm' ꝓximus Croftum Anglice neather Croft ad aliquod tempus duran' contumac̄one dimiſſionis p̄d ſine licencia & conſenſu p̄d' Thome hered̄ vel uſſign' ſuoꝝ ut ſup̄dcm' Q̄d tunc p̄dcus Robtus executoꝛes & adminiſtratoꝛds ejus ſolvent Anglice ſhould and would pay vel ſolvi cauſarent p̄d Thome hered̄ & aſſign' ſuis ſum̄am quadꝛaginta ſolidoꝝ legalis monete Anglie an̄uatim & quolibt an̄o ꝑ qualibt acra p̄dci' Crofti ſic foꝛe arat' ut ſup̄dcm' p̄t Anglice on & ſuꝑ p̄dcm' annual' reddit' in Indentura p̄d antea reſervat' & ſic ꝓpoꝛtionat' ſecundum ratam quadꝛaginta ſolidoꝛum ꝑ qualibt acra vel parte ſive parcell' acre p̄dc' ꝓximioꝛis Crofti qui foꝛet ſic arat' ſive ſurſum fract' ijdem ſolvend̄ p̄dc̄o Thome heredib; vel aſſign' ſuis ad tal' dies & tempoꝛe qual' p̄dcus annual' reddit' ꝑ eandem Indenturam ſolvi reſervat' & appunctuat' fuit ſecundum veram intenc̄onem & ꝓpoſit' Indenture p̄dc' Et p̄dcus Robtus ꝓ ſeipſo executoꝛibus & adminiſtratoꝛibus ſuis & eoꝛum quolibt conveniſſet ꝓmiſiſſet & conceſſiſſet ad & cum p̄dc̄o Ehoma heredib; & aſſign' ſuis & quolibt eoꝛum ꝑ eandem Indenturam q̄d ipſe p̄dcus Robertus executoꝛes vel adminiſtratoꝛes ejus annuatim duran' contumac̄onis dimiſſionis p̄dc' ad oppoꝛtuna tempoꝛa debit' & convenien' an̄o plantarent Anglice ſhould and would plant vel ſubſererent Anglice ſett in vel ſuꝑ p̄miſſa viginti pulchꝛas juvenil' Arboꝛes vel Succoſas Anglice Saplings Querci Ulmi vel Fraxini Anglice Aſh & ill' talit' plantat' & ſubſt' de tempoꝛe in tempus annuatim foverent ſuſtinerent & eaſdem creſcere & augere ꝑmitterent ad maximum ꝓficuu' uſu' & beneficiu' p̄dci Thome hered̄ & aſſign' ſuoꝛu' imperpetuu' Et p̄dcus Thomas ꝓ ſe ipſo heredib9 executoꝛib9 adminiſtratoꝛib9 & aſſign' ſuis & eoꝝ quolibt conveniſſet ꝓmiſiſſet & conceſſiſſet ad & cum p̄dc̄o Robto executoꝛib9 adminiſtratoꝛib9 & aſſign' ſuis & quolibt eoꝛum per Indentur' p̄d Q̄d ipſe p̄dcus Robtus executoꝛes & adminiſtratoꝛes ejus ꝑ & ſubt' reddit' convenc̄ones & agreamenta in & ꝑ eandem Indenturam reſervat' menc̄onat' & expꝛeſſ' pacifice & quiete herent Anglice ſhould and might have tenerent & gauderent

Mes ſi le Leſſee, &c. averront, &c. le dit Cloſe.

Que dont le Leſſee, &c. payeront al Leſſor, &c. annualment 40 s. per acre.

Et iſſint proportionalment pur mender quantity ex d'eſtre pay per les jours de payment del dit Rent reſerves.

Covenant que le Leſſee &c. annualment plantar' &c. 20 jeune arbres, &c.

Covenant per Leſſor pur quiet enjoyment.

rent p̄dca dimiſs' p̄miſſa & quamlibt partem & parcell' inde Except p̄cept abſq; legali impedimento ſecta turbacōne eviccōne vel alia incumbrancia ſive moleſtacōne quibuſcunq; de ipſo p̄dco Thoma executoribꝰ adminiſtratoribꝰ vel aſſign̄ ſuis vel eorum aliquibꝰ vel aliqua al' pſona ſive pſonis quibuſcunq; legalit' claman' ſive clamatur' p de vel ſub illis vel eorum aliquo vel p de ſeu ſub illorū ſive utriuſq; vel alicuius illorum conaminibus Anglice means noticia Anglice privity conſenſu ſive procuracōne Et ulterius q̄d p̄dcus Thomas hered executores adminiſtratores & aſſign̄ ſui ad om̄ia tempora duran' continuacōne dimiſſionis p̄dce allocarent Anglice ſhould and would allow p̄dco Robto executoribus & adminiſtratoribus ſuis Intertexta Anglice Tinſell & ſepiū Eſtoveria Anglice Hedge-boot Spinarū Corylorum Anglice Haſles & al' Subboſci Anglice Bruſhwoods creſcen' ſup p̄dca dimiſs' p̄miſs' p ſupportacōne & ſepimento Anglice fencing omniū tal' ſepiū & fenſurarū ſtantium & exiſten' in & ſup p̄d dimiſs' p̄miſs qual' p̄d Robtus executores & adminiſtratores ejus neceſſarie uti & impendere occacōnem herent put p eandem Indentur' plenius apparet Et p̄dcus Thomas dic q̄d ipſe pimplevit obſervavit & cuſtodivit om̄ia & ſingula convencōnes conceſſiones & agreamenta in Indentura p̄dca ſuperius ſpecificat' ex parte ſua pimplend pformand & cuſtodiend ſecundum formam & effcm Indenture illius Proteſtandoq; q̄d p̄dcus Robtus non pimplevit pformavit nec cuſtodivit aliquas convencōnes ſeu conceſſiones in Indentura p̄dca ſupius ſpecificat' ex parte ſua pimplend pformand & cuſtodiend ſecundum formam & effectum ejuſdem Indenture Idem Thomas Brailsford in facto dic' q̄d poſt confeccōnem Indenture p̄dce & duran' continuacōne dimiſſionis p̄dce ſcilt primo die Januarij anno regni Dnī Regis nunc ſecundo duo Horrea parcell' teñtorum p Indentur' p̄d eidem Robto dimiſs' pp̄ter defect' neceſſar' reparacōnis ipſius Robti tegul' Anglice thatching murendi Anglice walling oſtiorum Anglice doors artectar' Anglice ſtudding pariet' arectar' Anglice flagging & tegulacōnis Anglice ſlating & non pp̄ter defect' principalis maheremij valde ruinoſi & in maximo piculo totalit' decidendi devener' videlt apud parochiam de Hault Hucknall p̄d Et p̄dcus Robtus licet poſtea ſcilt p̄dco primo die Januarij anno regni dcī Dnī Regis nunc ſecundo ſupradicto apud Hault Hucknall p̄dcam requiſit' fuit ad reparand Horrea p̄d Horrea p̄d talit' ruinoſa & in tali periculo decidendi hucuſq; remanere pmiſit & adhuc pmittit Et ſic idem Thomas Brailsford dic' q̄d p̄d' Robtꝫ licet ſepius requiſit' convencon' p̄d de eo q̄d ip̄e non reparavit Horrea p̄d cum neceſſar' reparacōnibꝫ teguli murendo oſtijs artectar' pariet arectar' & tegulacōne non te-

Et que le Leſſor, &c. allocar' al Leſſee Hedg boot, &c.

Breach. Que le primer jour de Jan. 2 Jac. deux Barns parcel, &c. pur default de neceſſary reparations del Def. en thatching, walling, &c. & nemy pur default de principal Timber fueront ruinous & en grand danger de cader.

nuit ſet infregit Ac ill' tenere hucuſq; contradixit ⁊ adhuc contradic' unde dic' q̄d deteriorat̄ eſt ⁊ dampnu͞ h̄et ad valenciam quadraginta librarū Et inde ꝓduc' ſectam ⁊c.

Plea.

Et p̄dcus Robtus ꝑ Jacobum Webſter Attorñ ſuū ven ⁊ defend vim ⁊ injur' quando ⁊c. Et dic' q̄d p̄dcus Thomas accõnem ſuam p̄dcam v̄ſus eum habere non debet Quia dic' p̄teſtando q̄d p̄d duo Horrea in narracõne mencõnat̄ primo die Januarij anno regni Dnı̄ Regis nunc ſecundo non fuer' ruinoſa ⁊ in p̄iculo decidendi ꝓpter defectum neceſſarie reparacõnis ipſius Robti tegul' Anglice thatching murendi Anglice walling oſtiorum Anglice doors artectar' Anglice ſtudding pariet̄ arectar' Anglice flagging ⁊ tegulacõnis Anglice ſlating ꝓut idem Thomas ſuperius allegavit ꝓ p̄lito Idem Robtus dic' q̄d ipſe p̄d primo die Januarij anno regni Dnı̄ Regis nunc ſecundo parat̄ fuit ad ſua ꝓpr' onera ⁊ cuſtag' reparare p̄d duo Horrea cum omni tali reparacõne qual' tunc neceſſar' fuit principal' maheremio tantummodo except̄ Et idem Robtus ulterius dic' q̄d primo die Januarij anno regni Dnı̄ Regis nunc ſecundo ſupradıc̄o due trabes principalis maheremij triginta pedibus longe uno pede late ⁊ uno pede craſſe neceſſar' erant ad reparand ⁊ ſuſtentand p̄d duo Horrea ⁊ inde idem Thomas adtunc apud Hault Hucknall in Com p̄d noticiam huit p̄d tamen Thomas tales duas trabes p̄fat̄ Robto non adhuc delibavit ſet om̄io licet ad hoc faciend ſepius requiſit̄ fuit delibare recuſat̄ Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm ſi p̄dcus Thomas accõnem ſuam p̄dcam v̄ſus eum h̄ere debeat ⁊c. Demurrer, & Joinder en Demurrer.

Proteſtat' que les barns ne fueront ruinous, &c.

Et donque plede que il le dit primer jour de January fuit priſt a repairer, &c.

Et que deux pieces de principal Meriſmer de tiel dimenſions fueront neceſſary, &c.

Et que le Pl. ad notice de ceo, & n'ad deliver, &c.

PEr le Opinion de tout le Court le Pl. ad Judgment, pur ceo que le Def. n'ad ſufficientment reſpond al Breaches aſſign per le Pl. car il aſſign defaults de reparations de choſes queux fueront ruinous & en decay, nemy pur default de principal Meriſme; & auxi eſt apparent que pur le reparation de aſcuns de choſes en decay & hors de repaire principal Timber ne fuit neceſſary: Et auxi ſi principal Timber ad eſtre requiſite pur les repairs, nul default eſt alledge per le Defendant en ſon Barre en le Pl. que tiel Timber ne fuit ewe, car per ceo il alledge que il ad done notice que tiel Timber fuit requiſite, *&c.* Et que le Pl. n'ad deliver ceo al Def. lou appiert per les Covenants que le Pl. fuit ſolement a provider ceo priſt pur Carriage, & ceo auxi eſt a nul purpoſe, car eſt admit per implicat' que le Pl. n'ad provide principal Timber, pur ceo, que appiert per le Breach aſſign per luy tiel Timber ne fuit requiſite, & auxi le Pl. ne puiſſoit aver reply, que il ꝓvide, ou que il ad deliver tiel Timber, car ceo ad eſtre un departure de ſon Barre.

Levett

Levett v. *Withrington.*

Trin. 3 Jac. 2. Regis.

Belvin.

London ſſ. GEorgius Withrington nuꝑ de London Gen' alias dict' George Withrington of the Pariſh of St. Giles in the Fields in the County of Middleſex Gent. ſum' fuit ad reſpondend' Ric̄o Levett de ꝑlito q̄d teneat ei convencōnem inter eos fc̄m' ſecd̄m' formam & effect' quarundam Indenturarum inter eos confectar' &c. Et unde idem Ric̄us ꝑ Robertum Blayney Attorn' ſuu' dic' q̄d cum ꝑ quandam Indenturam fact' apud London' videlt in parochia Beate Marie de Arcubus in warda de Cheape viceſimo octavo die Maij anno regni Dn̄i Regis nunc ſecundo inter predc̄m Georgiu' Withrington ꝑ nomen Georgij Withrington de parochia Sc̄i Egidij in Campis in Com' Midd' Gen' ex una parte & prefat' Ric̄um per nomen Ric̄i Levett Civis & Haberdaſher London' ex altera parte Cujus alteram partem ſigillo ipſius Georgij ſignat' idem Ric̄us hic in Cur' ꝓfert cujus dat' eſt eiſdem die & anno recitando q̄d cum quidam David Biggs de Wallingford in Com' Berks Armig' ꝑ Indentur' ſuam geren' dat' decimo ſeptimo die tunc inſtan' menſis Maij fact' inter predict' David Biggs ex una parte & pred' Georgium Withrington ex altera parte ꝓ conſideracōnib; in eadem Indentura mencōnat' dimiſiſſet conceſſiſſet & ad firmam tradidiſſet pred' Georgio Executorib; Adminiſtratorib; & Aſſign' ſuis totum ill' capital' meſſuagiu' mancōn' & domu' mancōnal' & gardin' eidem adjungen' & ꝑtinen' pandoxatoriu' domu' carbonar' & braſiatoriu' & tabulatum ſuperinde Anglice the Loft over the ſame domu' ſentine Anglice the Pump-Houſe domum putei Anglice the Well-Houſe locum vocat' le Vinegar-Yard & horreum nuꝑ in poſſeſſione Magri' Thome Forth Pandoxator' & tunc in poſſeſſione pred' Georgij Withrington ſeu ejus ſubtenentiu' Ac etiam ill' tria ten̄ta & unu' ſtabulu' ꝓpe januam ducen' Anglice going in pred' capital' domum mancōnal' nuper in poſſeſſione pred' Magiſtri Forth & tunc in poſſeſſione ſeu occupacōne Sare Wallis Vid' ſeu ejus ſubtenentiu' Ac etiam totum ill' meſſuagiu' ſive ten̄tum nuꝑ erect' & edificat' per predc̄m Georgiu' Withrington in loco prius vocat' le Mill-Houſe in Vine-ſtreet ꝓpe pred' premiſſ' tunc in poſſeſſione Robti Carr Ac etiam omnia ill' quatuor meſſuagia ten̄ta ſive domos mancōnales cum pertinen' nuper erect' & edificat' ꝑ predc̄m Georgiu' Withring-

Covenant ſur Indent' fait ent' le Def. & le Pl. 28 Maij 2 Jac. 2.

Recital que David Biggs per Indent' dat' 17 donc inſtant mois de May ad demiſe al Def. trois Meſſ. &c. en le Pariſh de St. Giles, &c.

Withrington inter le Vinegar-Yard pred' & pred' domum manc̄onal' & tunc in poſſeſſione Willi Quatermain Thome Winckworth Johis Enderby & Laurentij Pyborn Ac etiam omnia ill' quatuor ſtabula & ſex edificia ꝓ curribʒ Anglice Coach-Houſes ſtañ & exiſten' ex boreal' occidental' parte Anglice on the North Weſt ſide domus manc̄onalis p̃d' & omnia al' domos & edificia nuꝑ erect ſuper p̃miſſa vel aliquam partem inde Ac etiam totum ill' al' Meſſuag' ſive teñtū cum gardino pomat & ꝑtinen' adinde ſpectan' tunc in poſſeſſione cujuſdam Dnē Anglice Mrs. Bembridge jacen' ex parte occidentali magni gardini ꝑtinen' pred capitali domo manc̄onal' & totum ill' meſſuagium ſive teñtum cum gardino & pertinen' tunc in poſſeſſione Dnē Anglice Mrs. Elizabeth Davis Vid' adjungen' ad le Vinegar-Yard pred' tunc in occupac̄one Ric̄i Gregory Omnia que quidem premiſſa fuer' ſcituat jacen' & exiſten' in parochia Sc̄i Egidij in Campis in Com̄ Midd Et omnia edificia horrea ſtabula aleanec̄ones Anglice Sheds cellaria ſolaria vias eaſiamenta paſſagia ꝓficua com̄oditates & ꝑtinentia p̃miſſ' p̃dc̄is vel alicui vel alteri eoꝝ ſpectan' ſive pertinen' Et reverc̄onem & reverc̄ones remanere & remaneria ejuſdem Et omnes reddit reſervat debit ſive ſolubil' ſuper aliquam dimiſſionem ſive conceſſionem prius fact de premiſſis vel aliqua parte inde Habend & tenend' pred' premiſſa cum pertinen' pred' Georgio Withrington Executoribʒ & Aſſign' ſuis a Feſtivo die Annunciac̄onis Beate Marie Virginis ult preterit ante dat pred' recitat indenture ꝑ & durañ & uſqʒ plenum finem & terminum quinquaginta & quinqʒ annoꝝ extunc ſequen' & plenat complend' & finiend' Reddend' & ſolvend' ꝓinde annuatim & quolibt anno duran' termino pred' annual' reddit ſive ſum̄am centum & quadraginta librarum p̃d' David' Biggs Hered' vel Aſſign' ſuis ad quatuor maxime uſual' feſta ſive dies ſoluc̄onis in anno videlt feſtivos dies Sc̄i Thome Apoſtoli Annunciac̄onis Beate Marie Virginis Sc̄i Johis Baptiſte & Sc̄i Michaelis Archi ꝑ equas & equales portiones prout in & per pred' Indenturam dimiſſionis inter al' res articulos & convenc̄ones in ill' content relac̄onis eidem habit magis plenat & ad largum apparere poſſet Anglice did and might appear teſtat' ſit q̃d p̃d' Georgius ꝓ & in conſiderac̄one ſumme mille & quingentaꝝ librarum legalis monete Anglie ei per pred' Ric̄um pre manibus ſolut de quibus & cum quibus ipſe per Indenturam pred' primo menc̄onat cognovit ſeipſum eſſe plenat ſatisfact contentat & ſolut' & de eiſdem & de qualibet parte inde per eandem indenturam acquietavit & exoneravit p̃d' Ric̄um Executores Adminiſtratores & Aſſign' ſuos & ꝓ div̄ſis al' bonis cauſis & conſ̄ ipſum pred' Georgium adinde moveñ conceſſiſſet

Habend' pur 55 anns.

Rend' annualment 140l al les 4 uſual Feaſts.

Aſſignment del term per le Def. al Pl.

barganizaſſet vendidiſſet alienaſſet aſſignaviſſet & tranſtuliſſet Et per eandem Indenturam plenar' & abſolute conceſſit barganizavit vendidit alienavit aſſignavit & tranſtulit pꝛedc̄o Ric̄o executoꝛibus adminiſtratoꝛibus & aſſign̄ ſuis p̄d capital meſſuagiū manc̄on̄ domum manc̄onat' & omnia & ſingula al' p̄miſſa in & per p̄dcam recitat' Indentur' dimiſſionis dimiſſ' vel deſign' Anglice meant menc̄onat' vel intens̄ ꝑ eandem Indenturam fuiſſe dimiſſ' cum illoꝛū & quibuſlibet eoꝛū pertinen̄ Et reverc̄onem & reverc̄ones remaner' & remaneria & tot' ſtat' Anglice Eſtate rectū titulum Anglice Title intereſſe termin' an̄oꝛum ventur' & inexpirat' ꝓpꝛietat' clam & demand̄ quecunq; ipſius pꝛed̄ Geoꝛgij executor' & aſſign̄ ejus de in & ad p̄miſſa vel aliquam partem inde una cum pꝛedcā recitat' Indentura dimiſſionis habend̄ & tenend̄ p̄dcm capitale meſſuagium manc̄on̄ & domum manc̄onal' & omnia & ſingula al' p̄miſſa ſupmenc̄onat' fuiſſe dimiſſ' & ꝑ Indenturam p̄dcam pꝛimo menc̄onat' aſſignat' barganizat' & vendit' cum eoꝛū & quibuſlibet eoꝛū pertinen' pꝛedc̄o Ric̄o executoꝛib; adminiſtratoꝛibus & aſſign̄ ejus ꝓ & duran̄ remaner' Anglice reſt & reſid̄ p̄d termini quinquaginta & quinq; annoꝛū in & per pꝛedcam recitat' Indenturam conceſſ' tunc ventur' & inexpirat' in tam plenam & amplo modo quam ipſe pꝛedcus̄ Geoꝛgius unquam habuiſſet vel habere potuiſſet Anglice might or could have had virtute pꝛedcē recitat' Indenture dimiſſionis vel al' modo quocunq; Et p̄d Geoꝛgius ꝓ ſeipſo executoꝛibus adminiſtratoꝛib; & aſſign̄ ejus & quolibet eoꝛum conveniſſet ꝓmiſiſſet conceſſiſſet & agreaſſet ad & cum pꝛedc̄o Ric̄o executoꝛibus adminiſtratoꝛibus & aſſign' ſuis & ad & cum eoꝛū quolibet per indenturam pꝛedcam pꝛimo menc̄onat' modo & foꝛma ſequen̄ videlt Anglice that is to ſay Quod p̄dcā recitat' Indentura dimiſſionis ad tempus ſigillationis & deliberationis Indenture aſſignationis inde p̄dcē tunc fuit & ꝓ & duran' remaner' & reſid̄ termini ꝑ eandem Indenturam vendit' & aſſignat' foꝛet & remaneret bon' & ſufficien̄ conceſſio Anglice Leaſe & dimiſſio p̄miſſoꝛum ꝓ termino p̄d' & non ſurſum reddit' cancellat' vel fruſtra reddit' Anglice made void vel aliquo modo incumbꝛat' in titulo onere ſtat' Anglice Eſtate vel al' modo quocunq; Et q̄d pꝛed̄ ꝑ eandem Indenturam aſſignationis aſſignat' pꝛemiſſa & quelibet pars & parcella inde tunc fuer' & de tempoꝛe in tempus & ad omnia tempoꝛa tunc poſtea duran̄ remaner' & reſid̄ p̄d' termini quinquaginta & quinq; annoꝛum ꝑ eandem Indentur' aſſignat' exiſterent remanererent & continuarent pꝛed' Ric̄o executoꝛibus adminiſtratoꝛibus & aſſign̄ ejus libera & clara Anglice clear & libere & clare acquietat' exonerat' & liberat' Anglice diſcharged vel alit' ſup requiſitionem ſalva reddit' Anglice ſaved &

Covenant que le primer Indent' de demiſe fuit in bon & ſuffic' demiſe, &c. & nemy incumber &c. per le Def. &c.

Covenant per Pl. a paier le rent reſerve.

Covenant per Pl. a performer touts les Covenants en le Leaſe & a ſaver le Defendant harmleſs.

tent' a malo Anglice kept harmleſs & indempnificat' ꝑ predcm Georgiu executores adminiſtratores & aſſign ejus de & ab omnibus prioribus & al' barganijs venditionibus donationibus conceſſionibus dimiſſionibus Anglice Leaſes ſurſum redditionibus foriſfacturis Judicijs & executionibus actibus oneribus & incumbranciis quibuſcunq; tunc prius habit' fact' act' execut' comiſs' vel ꝑmiſs' vel tunc poſtea habend' faciend' agend' exequend' committend' vel permittend' ꝑ predcm Georgiu executores adminiſtratores vel aſſign' ejus vel eoꝝ aliquem vel ꝑ aliquam al' perſonam vel ꝑſonas quaſcunq; clamant vel clamatur' aliquid in p̄miſſis vel aliqua parte inde per de vel ſubter ipſo ipſis vel eoꝝ aliquo Et pred' Ricus ꝓ ſeipſo executor' adminiſtrator' & aſſign ſuis & ꝓ eoꝝ quolibet conveniſſet ꝓmiſiſſet conceſſiſſet & agreaſſet ad & cum pred' Georgio executor' & adminiſtrator' ſuis & ad & cum eorum quolibet ꝑ eandem Indenturam Qd' ipſe predcus Ricus executores adminiſtratores & aſſign ejus vel eorum aliquis annuatim & quolibet ãno durant toto remaner' & reſid' pred' termin' quinquaginta & quinq; annorum tunc ventur' & inexpirat' bene & fidelit' ſolvet Anglice ſhould and would pay vel ſolvi cauſaret predco David heredibus vel aſſign' ſuis pred' annual' reddit' centum & quadraginta librarum in & per pred' recitat' indenturam dimiſſionis Anglice of Leaſe reſervat' ad dies & tempora & in tali modo qual' fuit in eadem limitat' & appunctuat' Ac etiam de tempore in tempus & ad omnia tempora tunc poſtea duran' remaner' & reſid' Termin' pred' obſervaret ꝑformaret perimpleret & teneret omnes tal' articulos convencones conceſſiones & agreamenta qual' ex parte & ꝓ Anglice Behalf p̄dcorum Georgij executorum adminiſtratorum & aſſign' ſuorum fuer' & debuer' eſſe obſervat' ꝑformat' ꝑimplet' & tent' & de tempore in tempus & ad omnia tempora tunc poſtea ſalvum faceret Anglice ſhould and would ſave teneret a malo Anglice keep harmleſs & indempnem pred' Georgium executores adminiſtratores & aſſign' ſuos & eorum quemlibet de & ab pred' annual' reddit' ſic reſervat' ut prefertur & de & ab omnibus convencon' conceſſionibus Articulis & agreamentis in pred' recitat' Indentura content' ex parte & ꝓ Anglice Behalf p̄dict' Georgij executorum & aſſign' ſuorum obſervand' performand' ꝑimplend' & tenend' & de & ab omnibus acconibus ſectis perditionibus miſis dampnis & expenſis quibuſcunq; quibus ipſe predcus Georgius executores vel adminiſtratores ejus vel eorum aliquis eſſent Anglice ſhould or might be devinct' Anglice liable vel expoſit' Anglice put unto ratione ſive colore pred' reddit' convencōnum conceſſionum articulorum & agreamentorum vel eorum aliquorum ꝓut ꝑ eandem Indenturam plenius apparet Et idem Ricus dic

ic quod licet idem Ricus tenuit obſervavit & pimplevit omnes
ſingulas convencones & conceſſiones in Indentura aſſigna-
conis predca ſuperius ſpecificat' ex parte ſua tenend' obſer-
vand' & pimplend' ſecdm formam & effectum Indenture ill' pro-
teſtando etiam qd pdcus Georgius non tenuit obſervavit ſeu
pimplevit aliquas convencones & conceſſiones in eadem Inden-
tura ſuperius ſpecificat' ex parte ſua tenend' obſervand' & pim-
plend' in facto idem Ricus dic' qd ante confecconem predce In-
denture aſſignaconis eidem Rico necnon tempore confecconis
inde quidam Johes Elwick Civis & Mercer London & Ricus
Gregory Civis & Diſtillator London clamaver' & habuer' de &
ſub ter pdco Georgio Withrington legale jus & titulum de & in
quibusdam parcellis tentor p Indenturam predcam mentio-
nat' fore aſſignat' eidem Rico Levett videlt de & in tota ill' pe-
cia ſive parcella fundi adtunc uſitat' p un atreo acetaneo An-
glice a Vinegar-Yard cum ſeperalibus aleanetonib3 Anglice
Sheds & repoſitorijs Anglice Warehouſes tunc ſtan & exiſten ſup
eundem ſcituat' jacen & exiſten in parochia Sci Egidij in Cam-
pis in Com Midd' & tunc in occupacone pdict Johis Elwick &
Rici Gregorij Ac etiam de & in un al' pecia & parcella fundi
exiſten parte fundi tunc quondam vocat' & cognit' per nomen de
le Park adjungen priori fundo tunc uſitat' p atreo acitaneo qui
tunc antea fuiſſet pars fundi gardini Anglice Garden-Ground
pertinen domo tunc nuper in occupacone pred' Thome Forth
Pandoratoris vel aſſign ſuor una cum omnibus vijs aque-
curſib9 privilegijs pficuis eaſiamentis commoditatib9 & perti-
nen quibзcunq; pdco fundo ſpectan ſive pertinen vel tunc vel
tunc nuper cum eiſdem uſitat' & gaviſ p quodam termino un-
decim annor computand' & complend' a viceſimo quinto die
Decembris anno regni nuper Regis Caroli ſecundi triceſimo
quarto virtute cujusdam dimiſſionis per eundem Georgium
Withrington ante confecconem dicte Indenture aſſignaconis
eiſdem Johi Elwicke & Rico Gregory confect' videlt apud Lon-
don pd' in parochia & warda pred' virtute cujus quidem dimiſ-
ſionis pd' Johes Elwicke & Ricus Gregory ante confectionem
pd Indenture aſſignationis ſcilt viceſimo ſeptimo die Maij ano
regni dci Dni Regis nunc ſecundo ſupdicto in eaſdem parcel-
las tentorum pred' intraver' & fuer' inde poſſeſſionat' & adhuc
inde poſſeſſionati exiſtunt Et ſic inde poſſeſſionat' exiſten pdcnd
Ricum Levett a tempore confectionis Indenture primo men-
tionat' ſcilt a pred' viceſimo octavo die Maij anno regni dci Dni
Regis nunc ſecundo hucuſq; extratenuer' & adhuc extratenent
Et rone inde tenta pdca per eandem dimiſſionem ult' mentio-
nat' eiſdem Johi & Rico Gregory ut prefertur fact' & conceſſ'

Breach.

Que devant le ſeſans de fait del aſſignment Jo. Elwick & Rich. Gregory averont bone title al parcel de terrs aſſigne de & ſoubs le Def.

Les particular parcels en queux Elwick & Gregory averont Title.

Pur un term de anns per vertue d'un demiſe fait al eux per le Def. devant l'aſſignment al Pl.

Tt non

non fuer' remanſer' nec continuaver' p̄dc̄o Ric̄o Levett executoribꝰ adminiſtratoribꝰ & aſſign̄ ſuis liba & clara & libe & clare acquietat' exonerat' & libat' Anglice diſcharged nec alit' per pred' Georgiū ſalva reddit' Anglice ſaved & tent' a malo Anglice kept harmleſs & indempnificat' de & ab omnibꝰ prioribꝰ & alijs barganijs venditionibꝰ donationibꝰ conceſſionibꝰ dimiſſionibꝰ Anglice Leaſes actibꝰ oneribꝰ & incumbrancijs ꝑ ipm̄ Georgiū tunc priꝰ habit' fact' act' execut' commiſs' vel ꝑmiſs' ſecdm̄ formam & effecm̄ Indenture prius mencōnat' Et ſic idem Ricus̄ Levett in facto dic' q̄d p̄dcus̄ Georgius licet ſepius requiſit' convencōn̄ p̄d ei in hac parte non tenuit ſed infregit & convencōnem ill' eidem Ric̄o tenere contradixit & adhuc contradic' unde dic' q̄d deteriorat' eſt & dampnū habet ad valenciam mille librarꝫ Et inde ꝑduc' ſectam &c. Cum hoc quod idem Ricardus ꝟificare vult q̄d tenementa per dimiſſionem ult' mencōnat' fact & conceſs' pred' Johanni Elwicke & Ricardo Gregory ut prefertur ſunt & tempore confeccōnis Indentur' aſſignationis prius mencōnat' fuer' parcell' tenementorum ꝑ eandem Indenturam eidem Ric̄o Levett ut p̄fertur mencōnat' fore aſſignat' &c.

Averment que les parcels demiſe al Elwicke & Gregory ſont parcel de tenements en le Indent' de aſſignment al Pl.

Barre.

Quant al parcel appel le Park, que Elwick & Gregory naveront aſcun droit, &c. per vel ſoubs luy.

Et p̄d Georgius ꝑ Willm̄ Farmerie Attorn̄ ſuū ven̄ & defend vim & injur' quando &c. Et quoad pred' peciam & parcell' fundi vocat' & cognit' ꝑ nomen de le Park in narracōne p̄d ſpecificat' Idem Georgius dic' q̄d pred' Johes Eſtwicke & Ricus Gregory tempore confeccōnis Indentur' aſſignacōnis pred' non clamaver' nec habuer' de & ſubter eodem Georgio aliquod jus & titulum de & in eadem pecia & parcella fundi vocat' per nomen de Park ꝑut p̄d Ricus Levett per narracōnem ſuam p̄dcam̄ ſuperius ſupponit' Et de hoc pon̄ ſe ſuper patriam Et quoad p̄d peciam & parcell' fundi uſitat' ꝓ uno atreo acetaneo cum ſeperalibus aleanetonibus & repoſitorijs pred' in narracōne pred' ſuperius ſpecificat' Idem Georgius dic' q̄d pred' Ricus Levett actionem ſuam p̄dcam̄ inde ꝟſus eum habere non debet Quia dic' q̄d tempore confectionis Indentur' Aſſignacōn̄ p̄d & diu ante pred' Ricus̄ Levett habuit noticiam de dimiſſione eiſdem Johi Eſtwick & Ric' Gregory de pred' pecia & parcell' fundi ꝓ uno atreo acetaneo cum ſeperalibus aleanetonibꝰ & repoſitorijs p̄d in narratione p̄d ſuperius ſpecificat' ꝑ ipm̄ Georgiū ſic ut p̄fertur fact' videlt apud London p̄d' in Parochia & Warda pred' Quodq; poſt confectionem Indenture aſſignationis pred' ſcilt primo die Junij anno ſecundo ſupradicto apud London̄ pred' in parochia & warda p̄d' Idem Johes Eſtwicke obijt & p̄dict' Ricus̄ Gregory ipm̄ ſupervixit & fuit inde poſſeſſionat' ꝑ jus accreſcendi &c. Et pred' Ricus̄ Gregory poſtea ad requiſitionem p̄dci Rici Levett

Al reſidue il plead que le Pl. ad notice al temps del Aſſignment fait del Demiſe al E. & G.

vett ad conceſſionem revertionis pred per p̄dcam Indenturam aſſignationis ſic ut p̄fertur conceſs' ſe prefat Ric Levett attornavit videlt apud parochiam Sci Egidij in Campis p̄d' in Com Midd p̄d & ipm Ricum Levett a poſſeſſione inde non extratenuit Et hoc parat eſt verificare unde pet Judicm ſi p̄d Ricus Levett actionem ſuam p̄d inde verſus eum habere debeat &c. Demurrer & Joinder en Demurrer. Et Judgment pur le Plaintiff.

Et que apres le feaſance del Aſſignment G. eſteant le ſurvivor attorne al ceo al requeſt del Pl. & que G. non extratenuit le Pl.

Reeves v. *Sheppard.*

Tempeſt. Hill. 3 & 4 Jac. 2 Regis. Rot. 1769.

Midd' ſſ. MIchael Sheppard nuper de parochia Sci Martini in Campis in Com pred Tallow-Chandler alias dict Michaelem Sheppard de parochia Sci Martini in Campis in Com Midd Tallow-Chandler ſum fuit ad reſpondend Willo Reeves Adminiſtratori bonor & catallor que fuer Willi Waite qui obijt inteſtat &c. de p̄lito q̄d reddat ei viginti libras quas ei injuſte detinet &c. Et unde idem Willus Reeves per Johem Freeman Attorn ſuu dic q̄d cum p̄d Michael viceſimo quinto die Junij anno regni Dni Caroli ſecundi nup Regis Anglie &c. triceſimo apud Acton p quoddam ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri prefat Willo Waite in vita ſua in pred viginti libris ſolvend eid Willo Waite cum inde requiſit fuiſſet p̄dcus tamen Michael licet ſepius requiſit p̄d vigint libras p̄fat Willo Waite in vita ſua ſeu eid Willo Reeves poſt mortem ipſ Willi Waite (cui quidem Willo Reeves adminiſtratio omniu bonor & catallor que fuer p̄d Willi Waite tempore mortis ſue p Willum Providentia Divina Cantuar Archiepm totius Anglie Primat & Metropolitan ſecundo die Octobris anno Dni Millimo ſexcenteſimo octogeſimo quarto poſt mortem p̄d Willi Waite apud Acton pred' commiſſa fuit) non reddidit ſed ill ei reddere contradixit ac ill eid' Willielmo Reeves adhuc reddere contradic' ac injuſte detinet unde dic q̄d deteriorat eſt Et dampnu habet ad valenciam decem librar Et inde produc ſectam &c. Et profert hic in Cur tam ſcriptu p̄d' quod debtu p̄d in forma pred teſtatur (cujus dat eſt die & anno ſupradict) quam literas adminiſtrationis p̄d Epi que Commiſſion Adminiſtracon predict in forma predict teſtantur &c.

Debt per Pl. Adminiſtr' de W. Waite pur 20 l.

Narr' ſur Obligat'.

Adminiſtrat' grant al Pl. per le Archeveſque de de Canterbury.

Barr.

Le condit' del Obligat' a performer Articles enter le Def. & le Inteſtate.

Et p̄d Michael ꝑ Johem Nicoll Attorn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et pet' audit' ſcripti p̄dc̄ Et ei legitur &c. pet' etiam audit' condicon̄ ejuſdem ſcripti Et ei legitur in hec v̄ba: The Condition of this Obligation is ſuch, That if the above-bounden *Michael Sheppard*, his Executors, Adminiſtrators and Aſſigns, ſhall and do in all things well and truly obſerve, perform, fulfil and keep all and every the Covenants, Clauſes, Articles and Agreements whatſoever, which on his or their part or parts are and ought to be obſerved, performed, fulfilled and kept in a certain pair of Articles of Agreement indented, bearing even date with theſe preſents, and made, or mentioned to be made, between the ſaid above-bound *Michael Sheppard* of the one part, and the ſaid above-named *William Waite* on the other part, then this Obligation to be void, otherwiſe to remain in force. Quib; lect̄is & audit' idem Michael dic' q̄d p̄d Willus Reeves accon̄ ſuam p̄d v̄ſus eum h̄ere non debet Quia dic' q̄d Articuli p̄d in condicon̄ p̄d ſupius mencōnat' fact' fuer' p̄d viceſimo quinto die Junij anno regni dc̄i Dn̄i Caroli ſecundi nup Regis Anglie &c. triceſimo apud Acton p̄d inter p̄d Willm̄ Waite in vita ſua ꝑ nomen Willi Waite de poch̄ Sc̄i Clementis Dacoꝝ in Com̄ Midd Tallowchandler ex una parte & ipm̄ Michaelem ꝑ nomen Michaelis Sheppard de parochia Sc̄i Martini in Campis in Com̄ Midd Tallowchandler ex altera parte (cujus unam partem Articuloꝝ p̄d ſigillo p̄d Willi Waite ſignat' idem Michael hic in Cur' ꝓfert cujus dat' eſt die & anno ſupdict̄is) recitan̄ in Articulis p̄d q̄d cum p̄d Willus Waite pars Articulis p̄d in jure Katerine tunc uxoris ſue que tunc nup fuit uxor Willi Amery de Edgware in Com̄ Midd defunct' fuit intitulat' ad tertiam partem ſive porcon' Anglice ſhare ꝓficuoꝝ annuatim ꝓvenien̄ Anglice accrewing ex reali ſtatu que fuit p̄d Willi Amery in vita ſua cumq; p̄d Michael Sheppard pars Articulis p̄d duxiſſet in uxorem Anglice did intermarry cum Elizabetha Amery ſola filia & herede & unico libo p̄d Willi Amery & ꝑinde in jure uxoris ſue Elizabethe p̄d intitulat' fuit & poſſeſſionat' de omni ſtatu reali quocunq; p̄d Willi Amery & ideo reſponſibil' Anglice liable ad ſolvend' tertiam partem annui valoris inde p̄d Will'o Waite durante vita ſua p̄d uxoris Katerine ꝓficua quoꝝ p̄miſſoꝝ incert' fuer' racone paupum tenent' & expens̄ in recupaconib; & aliter Id̄o ꝑ Articulos p̄d mutuat' convent' conclus̄ & agreat' fuit ꝑ & inter p̄d Will'm Waite & Michael' Sheppard partes Articulis pred̄ q̄d pred̄ Will'us Waite acceptaret & capet annuatim & quolibt anno durante toto tempore quo pred̄ Katherina uxor ejus viveret decem libras ꝑ annum in loco Anglice in lieu & in plena ſatisfactione omnium tertium & ſolucon̄ quarcunq; debit' ſive ſolubil' ei in jure Katherine uxoris ſue pred̄ ex omni aut aliquo

Recital que l'Inteſtat' en droit ſa feme ſuit entitle al tierce part de ꝓfits, &c.

Agreement que l'Inteſtate prendroit annualment durant la vie ſa feme 10 l. en ſatisfaction de ſa 3 part, &c.

aliquo ſtatu de vel ſpectañ pred̃ Michaeli Sheppard que tunc nup fuit ſtat̃ pred̃ Willi Amery Et pred̃ Michael Sheppard p ſeipſo executoribʒ adminiſtratoribʒ & aſſigñ ſuis convenit pmiſit conceſſit & agreavit ad & cum pred̃ Will'o Waite q̃d ipſe pred̃ Michael Sheppard executor' adminiſtrator' vel aſſigñ ſui annuatim & quolibt anno durante tali longo tempore quali pred̃ Katerina ux' p̃d Willi Waite vixet ſolveret vel ſolvi cauſaret p̃d Will'o Waite annual' ſum̃am decem librar legalis monete Anglie p equales dimid̃ annual' ſoluc̃ones Anglice half-yearly-payments ad incipiend̃ & fore computand̃ ad Feſta Annunciacon bte Marie Virginis Anglice Lady-day ult' p̃terit' ante dat̃ p̃d Articulor p prima dimid̃ annual' ſoluc̃on exiſten quinq libr' fore debit & ſolubil' ſup viceſimu nonu diem Septembr' px' ſequen dat̃ Articulor p̃d p & in loco Anglice in lieu tertie ſive dotis p̃d Katerine in p̃miſſis p̃d Et p̃d Will'us Waite convenit pmiſit conceſſit & agreavit ad & cum p̃d Michaele Sheppard executoribʒ adminiſtratoribʒ & aſſign ſuis p Articulos p̃d quod ipſe p̃d Will'us Waite de tempore in tempus & ad omnia tempora tunc poſtea durante vita uxoris ſue p̃d Katerine recipiet & acceptaret p̃d decem libras p annum de p̃d Michaele Sheppard p & in loco de & in plena ſatisfactione omniu tal' denar' qual' tunc fuer' & forent debit' & ſolubil' ei p tertijs ſive dote ſua p̃d uxoris Katerine in premiſſis ſupradictis Et q̃d ſi pred̃ decem libr' forent annuat̃ ſolut̃ pred̃ Willielmo Waite ſecundum agreamentum ſupradictum quod ipſe pred̃ Willielmus Waite ad aliquod tempus impoſterum non peteret demandaret vel ſectaret p aliquibʒ tertijs ſive dot̃ ſpectan Anglice accruing pred̃ Katerine vel ei in jure ſuo ex aliquo ſtat̃ qui fuit pred̃ Willi Amery in vita ſua ſed pred̃ Will'us Waite p Articulos pred̃ relaxavit pred̃ Michaeli Sheppard executor̃ vel aſſign ſuis quecunq fuit ſive foret debit' ei p eiſdem aliter quam pred̃ decem libras p annum put per Articulos pred̃ apparet Et idem Michael dic' q̃d ipſe idem Michael a tempore confecc̃onis Articulor pred̃ hucuſq bene & fideliter obſervavit pformavit pimplevit & cuſtodivit om̃ia & ſingula convencon clauſulas Articulos & agreament̃ quecunq; in Articulis pred̃ menc̃onat̃ ex parte ſua obſervand̃ pformand̃ pimplend̃ & cuſtodiend̃ ſecundum formam & effectum Articulor pred̃ Et hoc parat̃ eſt verificare unde pet̃ Judicm ſi pred̃ Will'us Reeves acc̃onem ſuam pred̃ inde verſus eum h̃ere debeat &c.

Le Def. cov' ove l'Inteſt' a payer 10 l. per egal ſemiannual payments.

Le primer payment d'eſtre ſur 29 Sept' tunc p̃chein enſuant.

Le Inteſt' cov' que il durant le vie de K. voiloit accept les dits 10 l. en ſatisfaction de Dower de ſa feme, &c.

Le Def. plede perform' de Covenants generalment

Replicat'.

Et pred̃ Will'us Reeves dic' q̃d ipſe p aliqua preallegat̃ ab acc̃one ſua pred̃ hend̃ precludi non debet Quia ptestando q̃d pred' Michael a tempore confeccon Articulor pred' hucuſq; non obſervavit pformavit pimplevit ſeu cuſtodivit aliquas convenc̃ones

Breach. Que K. le feme del Inteſtat' W. W. fuit en vie apres 25 de March 1 Jac. 2. & que 5 l. due a luy al ceſt jour eſt uncore unpay.

c̄ones clauſulas ſeu agreament queçunq; in Articulis ill' menc̄onat ex parte p̄ed' Michaelis obſervand ꝑformand' ꝑimplend' & cuſtodiend' ſecundum formam & effectum Articuloꝝ ill' put idem Michael ſupius allegavit ꝓ ꝑlito idem Willus Reeves dic' q̄d p̄ed' Katerina ux' p̄ed' Willi Waite poſt confecc̄onem Articuloꝝ p̄ed' vixit & continuavit in plena vita uſq; ad & poſt Feſtum Annunciacon̄ bte Marie Virginis anno regni Dn̄i Regis Jacobi ſecundi nunc Regis Anglie &c. ꝑimo ſcilt apud Acton p̄ed' Et idem Willus Reeves ulterius in facto dic' q̄d quinq; libre de p̄ed' annual' ſum̄a ſive ſoluc̄one reſervat in Articulis p̄edcis ſupius menc̄onat ꝓ dimid' unius an̄i ad idem Feſtum finit ad idem Feſtum eidem Willo Reeves poſt mortem ipſius Willi Waite aretro fuer' & adhuc inſolut exiſtunt videlt apud Acton p̄d' contra formam & effectum Articuloꝝ p̄d' Et hoc parat eſt verificare unde pet Judicm̄ & debm̄ ſuum p̄edcm̄ una cum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

ET per le Opinion de tout le Court, le payment de les 10 *l.* per le intent del Articles, ne fuit a continuer forſq; durant les joint vies de *William Waite* & *Katherine* ſa Feme; Et pur ceo Judgment fuit done pur le Def.

Lee v. *Johnſon.*

Cooke. Hill. 3 & 4 Jac. 2. Regis.

Br. de Covt' ſur Indent' de Demiſe.

Ebor' ſſ. GRegorius Johnſon nup de Bellaſides in Com̄ p̄d' Yeom̄ alias dict Gregory Johnſon of Bellaſides in the ſaid County of York Yeoman ſum̄ fuit ad reſpondend' Cornelio Lee Armig' de ꝑlito q̄d ten̄ ei convention̄ inter p̄fat Corneliu̅ & p̄ed' Gregorium factam ſecdm̄ vim formam & effectum quarundam Indentur inde inter eos confect &c. Et unde idem Cornelius ꝑ Thomam Weddell Attorn̄ ſuu̅ dic' q̄d cum per quandam Indentur' fact apud Wakefield duodecimo die Novembris anno Dn̄i millimo ſexcenteſimo ſeptuageſimo ſeptimo inter eundem Corneliu̅ per nomen Cornelij Lee de Hatfield in Com̄ Eboꝝ Armig' ex una parte & p̄ed' Gregorium per nomen Gregorij Johnſon de Bellaſides in dicto Com̄ Ebo-

Le Indent' per que le Pl. demiſe al Def. un Meſſ. en Yorkſhire.

rum Yeoman ex altera parte (cujus alteram partem ſigillo p̄d' Gregorij ſignat̄ idem Cornelius hic in Cur̄ ꝓfert cujus dat̄ eſt eiſdem die & anno) teſtat̄ ſit q̄d p̄d' Cornelius poſuiſſet Anglice ſet & ad firmam tradidiſſet & tunc per eandem Indentur̄ poſuit & ad firmam tradidit p̄fat̄ Gregorio totū ill' meſſuagium teñtū & firmam cum omnibus cotag' & atrijs Anglice Garthes cum pertiñ ac omnia terr' prata & paſtur̄ eiſdem pertineñ ſcituat̄ jaceñ & exiſteñ in Yoackfleet in parochia de Holden in dicto Com̃ Eboꝝ continen̄ per eſtimacon̄ centum & viginti acras (plus ſive minus ſint) tunc vel nuper in occupatione Johis Sharpe Habend' & tenend' pred' dimiſſ' premiſſ cum pertiñ prefat̄ Gregorio Executoribus & aſſign̄ ſuis a feſto Añuntiacon̄ bē Marie Virginis tunc ꝓx' ſequen̄ dat̄ ejuſdem Indentur̄ uſq; plenum finem & terminum novem annoꝝ extunc ꝓx' ſequen̄ & plenar̄ complend' & finiend' Reddend' & ſolvend' p̄fat̄ Cornelio hered' executoribus & aſſign̄ ſuis plenam & juſtam ſummam triginta & quinq; libraꝝ annuatim duran̄ dicto termino Et pred' Gregoriꝰ ꝓ ſe hered' executoribus & aſſign̄ ſuis convenit ꝓmiſit & agreavit ad & cum pred' Cornelio hered' & aſſign̄ ſuis per eandem Indentur̄ ad reddend' & ſolvend' ꝓinde añuatim duran̄ termino p̄d' prefat̄ Cornelio hered' & aſſign̄ ſuis apud vel in domo Thome Lee de Hatfield p̄d' Armig' añual' reddit̄ ſive ſummam triginta & quinq; libraꝝ legalis monet̄ Anglie ad duo feſta in año videlt ad Feſtum Sc̄i Michis Archi & Feſtum Añunciation̄ Bē Marie Virginis per equales portiones ꝓviſo ſemper q̄d ſi p̄d' reddit' ſeu aliqua inde pars aretro fore acciderit vel inſolut̄ per ſpacium quatuordecim dieꝝ ꝓx' poſt alterutrum Feſtoꝝ vel dieꝝ ſolucon̄ Qd' tunc & deinceps licitum foret ad & ꝓ p̄fat̄ Cornelio hered' & aſſign̄ ſuis in premiſſ' per eandem Indenturam dimiſſ' vel aliquam inde partem in nomine totius re-entrare & repoſſidere & pred' Gregorium executores & aſſign̄ ſuos ac omnes al' occupator̄ premiſſ' extunc & abinde expellere & amovere eadem Indentur' vel aliquo in eadem content̄ in contrarium non obſtante Et p̄d' Gregorius ꝓ ſe hered' executoribus & aſſign̄ ſuis convenit ꝓmiſit & agreavit ad & cum pred' Cornelio hered̄ & aſſign̄ ſuis ꝑ eandem Indentur' modo & forma ſequen̄ videlt q̄d ip̄e pred' Gregoriꝰ hered̄ executor' & aſſign̄ ſui a tempore in tempus & omnibus temporibus duran̄ termino p̄d per eandem Indentur' dimiſſ' de ſuo & ſuis ꝓpr' cuſtag' & miſis bene & ſufficient̄ repararent & manutenerent p̄d meſſuag' & teñtum cum omnibus edificijs deſuper ac om̃ia ripas aquaductas Anglice Goytes foſſas pontes & fenſas eidem ꝑtinen̄ in ꝑ & cum om̃imod requiſit̄ & neceſſar' reparac̄onibus ripar' Anglice banking munditijs Anglice cleanſing curatur' Anglice dreſſing &

fenſur'

Habend' pur 9 anns de 25 Marcij done proch' enſuant.

Reddent 35*l* annualment.

Covenant per le Def. a payer le dit Rent le 29 jour de September & le 25 de March al Meaſon de Tho. Lee en Hatfield.

Proviſo de re-entry pur non Payment de Rent, &c.

Covenant pur Repairs, &c.

fenſur' Anglice fencing & ad finem dict' termini pacifice & quiet' relinquent cedent & ſurſum reddent p̄miſs' p̄d ꝑ eandem Indentur' dimiſs' cum pred' edificijs ripis aquaticis Anglice Goytes pontibus & fenſur' bene & ſufficient' reparat' ripat' Angl' banked mundat' Anglice cleanſed curat' Anglice dreſſed & defenſat' Anglice fenced ꝓut ſupradict' p̄fat' Cornelio hered' vel aſſign' ſuis ꝓut ꝑ eand' Indentur' inter alia plenius liquet & apparet Et idem Cornelius ulterius dic' q̄d p̄d Gregoriꝰ virtute dimiſſion' p̄d in Indentur' p̄d ſuperius mencōnat' in teñta p̄d cum ꝑtin' ſuperius ꝑ pred' Indentur' dimiſs' intravit & fuit inde poſſeſſionat' durant' termino p̄d in Indentur' p̄d ſuperius mencōnat' Ac licet idem Cornelius bene & fidelit' ꝑformavit ꝑimplevit & cuſtodivit om̄ia & ſingula convencōn' conceſſion' & agreament' in Indentur' p̄d ſuperius ſpecificat' ex parte ipſius Cornelij ꝑformand' ꝑimplend' & cuſtodiend' ſecund' formam & effectum Indentur' illius ꝓteſtando etiam q̄d p̄d Gregoriꝰ non ꝑformavit ꝑimplevit ſeu cuſtodivit aliqua convencōn' conceſſion' ſeu agreamenta in Indentur' p̄d hic in Cur' ꝓlat' content' ex parte ſua performand' ꝑimplend' ſive cuſtodiend' ſecund' formam & effectum Indentur' illius in facto idem Cornelius dic' q̄d p̄d Gregoriꝰ de teñtis p̄d cum ꝑtiñ in forma p̄d poſſeſſionat' exiſteñ poſtea ſcilt viceſimo quinto die Marcij anno Regni Dni Regis Jacobi ſecund' Regis Anglie &c. primo p̄d meſſuagium & edific' p̄d ripe videlt viginti perticat' ripar' quodlibet perticat' inde p̄tij decem librar' decem pontes quilibt pons p̄cij quadragint' ſolid' quadragint' ꝑticat' fenſur' quodlibt perticat' inde precij quatuor ſolidorum centum perticat' foſſarum quodlibet perticat' quatuor ſolid' de p̄miſs' p̄d cum ꝑtiñ ſuperius dimiſs' ſpectañ fuer' fract' dirupt' ꝓſtrat' ſpoliat' & in magna decaſu pro defectu requiſit' neceſſar' reparacōnis & mundacōn Anglice cleanſing inde que quidem meſſuagium edificia ripe pontes & foſſe ſic fract' dirupt' proſtrat' ſpoliat' & in decaſu exiſteñ a pred' viceſimo quinto die Marcij anno primo ſupradict' uſq; ad finem termini p̄d ſcilt viceſimo quinto die Marcij anno regni dc̄i Dni Jacobi ſecund' nunc Regis Anglie &c. tertio mi' reparat' ſeu manutent' & adhuc remanent Et ſic idem Cornelius dic' q̄d p̄d Gregoriꝰ licet ſepius requiſit' convencōn p̄d' cum eodem Cornelio non tenuit ſed infregit ac ill' ei tenere hucuſq; contradixit & adhuc contradic' unde dic' q̄d deteriorat' eſt & dampnum habet ad valenciam ducentar' librar' Et inde ꝓduc' ſectam &c.

Breach pur
Default de
Reparations
&c.

Et p̄d Gregorius ꝑ Alex' Richardſon Attorn' ſuum ven' & defend' vim & injur' quando &c. Demurrer, & Joinder en Demurrer.

Le

L'Exception al Declaration fuit, que le Breach cy generalment aſſigne ne fuit bien aſſigne. Mes fuit adjudge que le Declaration fuit bone ; le breach eſteant aſſigne accordant al parols de Covenant.

Aldworth v. *Hutchinſon.*

Winford. Paſch. 4 Jac. 2. Regis. Rot. 322.

Berks' ſſ. Thomas Hutchinſon nuper de Drayton in Com̃ pred' Taylor alias dict̃ Thomas Hutchinſon ſum̃ fuit ad reſpondend̃ Katherine Aldworth Vid̃ de pl̃ito q̄d teneat ei convenc̃onem inter eos factam ſecdm̃ vim formam & effecm̃ cujuſdam ſcripti inde inter eos confect̃ &c. Et unde eadem Katherina ꝑ Ric̃um Blower Attorñ ſuũ dic' q̄d quidam Joſephus Aldworth nuper de Drayton p̃d Yeoman die Lune ꝓx' poſt Feſtum Apoſtoloꝝ Philippi & Jacobi anno regni Dnĩ Regis nunc ſecundo ꝑ debitũ legis ꝓceſſum e Cur̃ ipſius Dnĩ Regis de Banco hic ſcilt apud Weſtm̃ in Com̃ Midd' antetunc emanat̃ deƀo modo in Londoñ utlagat̃ fuiſſet ad ſect̃ cujuſdam Jacobi Stonehouſe in pl̃ito debi ꝓut ꝑ record̃ inde in dicta Cur̃ Dnĩ Regis de Banco hic ſcilt Termino Paſche anno regni dc̃i Dnĩ Regis ſecundo ſupdicto plenius liquet & apparet p̃dcō Joſepho ſic ut p̃fertur utlagat̃ exiſteñ idem Jacobus Stonehouſe ſuper utlagariam predcam̃ poſtea ſcilt viceſimo tertio die Junij anno ſecundo ſupradicto extra eandem Cur̃ hic ſcilt apud Weſtm̃ p̃d impetravit & ꝓſecut̃ fuiſſet v̄ſus prefat̃ Joſephum Aldworth quoddam br̃e ipſius Dnĩ Regis nunc vocat̃ a Special Capias Utlagatum tunc Vic' Berks̃ direct̃ per quod quidem br̃e idem Dñus Rex nunc eidem tunc Vic' precepit q̄d non omitteret ꝓpter aliquam lib̃tatem ejuſdem Com̃ quin per ſacrm̃ ꝓboꝝ & legaliũ hominũ de eodem Com̃ diligent̃ inquir̃ que bona & catalla terr̃ teñta p̃d Joſephus Aldſworth habuiſſet in Ballia ſua p̃dca die Lune ꝓx' poſt predcm̃ feſtũ Apoſtoloꝝ Philippi & Jacobi anno ſecundo ſupradicto vel unquam poſtea & quod per eoꝝ ſacrm̃ extend̃ & appreciat̃ fac' juxta v̄um valorem eorundem eaq; ſic invent̃ in manus dc̃i Dnĩ Regis nunc caperet & ſalvo cuſtodiret Ita quod de v̄o valore & exit̃ eorundem eidem Dño

Narr'.
Que un Joſ. Aldworth fuit utlage al ſuit de James Stonehouſe.

23 Junij 2 Jac. 2. un ſpec' Cap. Utlagat' Iſſue verſus Aldworth.

Regi reſpond Et ill' ſic extent & appꝛeciat quid inde fac' ſcire faceret Juſtic' ipſius Dnı̄ Regis de Banco hic ſcilt apud Weſtm̄ pꝛed' in Octabis Scı̄ Martini tunc px' ſequeñ diſtincte & aperte ſub ſigillo ejuſdem Vic' & ſigillis eoꝝ per quoꝝ ſacrm̄ extent & appꝛeciacon̄ ill' fac' Et ulterius per idem bꝛe pꝛecept fuit eidem Vic' qd caperet eundem Joſephm̄ ſi invent foꝛet in ballia ſua Et eum ſalvo cuſtodiret Ita quod haberet coꝛpus ejus coꝛam eiſdem Juſtic' ad pꝛefat Terminum ad faciend' & recipiend qd' Cur illa de eo conſ in hac parte quod quidem bꝛe poſtea & ante retoꝛn̄ ejuſdem ſcilt viceſimo quinto die Junij año ſecundo ſupꝛadicto apud Abingdon in Com̄ Berks pꝛedict

Delivery del Briefe al Viſcount. Que al temps del emanation del Briefe le Plaintiff ad en ſes mains 100 l. del deniers J. G. Returne del Brief Inquiſition per que eſt trove accordant.

cuidam Edō Wiſeman Juñ Armig' adtunc Vic' ejuſdem Com̄ Berks in foꝛma juris exequend' delibat fuit quodq; tempoꝛe emanaconis ejuſdem bꝛis ac tempoꝛe capconis Inquiſiconis hic poſtea ſpecificat eadem Katherina habuit in manib9 ſuis centum libꝛas que tunc fuer denar pd' Joſephi ppr videlt apud Abingdon pd' Idemq; Edus Wiſeman Vic' Com̄ pd' ut pfertur exiſteñ ad retoꝛn̄ bꝛis pꝛed' mand' eidem Cur hic ſcilt apud Weſtm̄ pꝛed' quandam Inquiſicon̄ coꝛam eo apud Abingdon pd' viceſimo ſexto die Julij anno ſecundo ſupꝛadicto per ſacrm̄ duodecim pboꝝ & legalium hominum de eodem Com̄ Berks virtute bꝛis pd' capt pquam compert exiſtit quod pdcus Joſephus Aldworth pd' die Lune px' poſt pꝛed' Feſtum Apoſtoloꝝ Philippi & Jacobi anno ſecundo ſupꝛadicto & poſtea poſſeſſionat fuiſſet de pd' centum libꝛis ut denar ipſ Joſephi ppꝛijs in manibus & cuſtod' ejuſdem Katherine tunc exiſteñ Idemq; Vic' ulterius eidem Cur adtunc & ibm mand' qd' ipſe idem Vic' die capconis inquiſiconis illius in manus dci Dnı̄ Regis nunc quantum in ſe fuit eaſdem centum libꝛas cepit videlt eas in manibus ejuſd' Katherine ad uſum dci Dnı̄ Regis attachiari feciſſet ſed actual' poſſeſſionem inde habere non potuit Ac quod eedem centū libꝛe in cuſtod' & poſſeſſione dce Katherine adtunc remanebant & exiſtebant put p recoꝛd' inde in eadem Cur ipſ Dnı̄ Regis de Banco hic ſcilt apud Weſtm̄ pd' remaneñ plenius apparet Poſt

Apres le Inquiſition & devant le returne del Briefe le Pl. paie al H. al requeſt del Def. 64 l. parcel del 100 l.

quam quidem inquiſicon̄ ſic ut pfert capt' & ante retoꝛn ejuſd bꝛis ſcilt viceſimo quinto die Auguſti año regni Dnı̄ Regis nunc ſecundo ſupꝛadicto eadem Katherina apud Abingdon pdict ſolvit eidem Thome Hutchinſon ad requiſicon pd Joſephi Aldworth ſummam ſexaginta & quatuoꝛ libꝛaꝝ de pꝛed' centum libꝛis in manibus ipſius Katherine ut pꝛefertur exiſten parcell' ac in conſ inde idem Thomas Hutchinſon poſtea ſcilt eodem viceſimo quinto die Auguſti anno ſecundo ſupꝛadicto apud Abingdon pd' per quoddam ſcriptum ſuū quod eadem Katherina ſigillo ſuo ſignat hic in Cur pfert (cujus dat eſt eiſdem die & año) recitando ꝑ idem ſcriptum q̃d pred' Katherina Aldworth ad requiſic̄on̄ p̃dc̄ Joſephi ſolviſſet eidem Thome pred' ſummam ſexaginta & quatuor librar̄ de denar̄ p̃dc̄ Joſephi Aldworth ꝑ ſcriptum ill' ꝑ ſeipſa executoribʒ & adminiſtratoribʒ ſuis convenit ꝯmiſit & agreavit ad & cum dc̄a Kath execut̄ & adminiſtrat̄ ſuis ad indempn̄ conſervand' & defendend' ipſam dictam Katherinam Aldworth executores & adminiſtratores ſuos de & ab omnibus & omnimodis ſectis actionibus ꝓceſs' dampnis Anglice Loſſes cuſtag' dampnis Anglice Damages ꝑturbationibus & incumbrancijs quibuſcunqʒ que cōmenſarentur ſurgerent contingerent ſive accreſcerent dc̄e Katherine Aldworth executoribus ſive adminiſtratoribus ſuis ratione ſolutionis ſue dc̄e ſumme ſexaginta & quatuor librarum eidem Thome vel alicujus ſecte ꝓceſs' materie cauſe vel rei cujuſcunqʒ concernen̄ eandem ſoluc̄onem vel referen̄ adinde in tant̄ anglice ſo far quam dicta ſumma eidem Thome ſic ſolut̄ ſe extenderet Ita quod tal' ſecta accō ꝓceſſus querela Anglice complaint perturbacō clamen̄ vel demand' contingerent incipi Anglice to be brought aut commenſari verſus ipſam vel illos Anglice her or them ꝑ vel ante finem termini Sc̄i Michaelis tunc ꝓx' ſequen̄ ꝓut per ſcriptum illud plenius apparet Et eadem Katherina in facto dic̄ qd' pred' Thomas ad aliquod tempus poſt confecc̄on̄ ejuſdem ſcripti hucuſqʒ non ſolvit dicto Dño Regi eaſdem ſexaginta & quatuor libras nec illas eidem Katherine hucuſqʒ reſolvit quodqʒ tranſcript̄ record' utlagarie p̃d' & inquiſic̄on̄ p̃d' ſuperinde capt̄ per predc̄am Cur̄ dc̄i Dn̄i Regis de Banco Cur̄ ejuſdem Dn̄i Regis de Scaccario apud Weſtm̄ pred' eodem Termino Sc̄i Michaelis in ſcripto p̃dc̄o ſuperius menc̄onat̄ (exiſten̄ Termino Sc̄i Mich̄is anno regni dc̄i Dn̄i Regis nunc ſecundo) delibat̄ fuit ad ulteriorem execuc̄onem ꝓ dicto Dño Rege per eandem Cur̄ de Scaccario ſuperinde fiend' prout ꝑ record' tranſcripti predc̄i jam remanen̄ de recordo in dc̄a Cur̄ Scaccarij plenius liquet & apparet Quodqʒ eodem Termino Sc̄i Mich̄is anno ſecundo ſupradicto extra eandem Cur̄ de Scaccario apud Weſtm̄ pred' ſuper record' tranſcript̄ pred' emanavit quoddam br̄e ipſius Dn̄i Regis vocat̄ a Scire Facias tunc Vic' Berks̄ direct̄ per q̃d quidem br̄e idem Dnus̄ Rex eidem tunc Vic̄ p̃cepit quod per ꝓbos & legales homines de Ballia ſua Scir̄ Fac' prefat̄ Katherine quod eſſet coram Baronibus de Scaccario predc̄o apud Weſtm̄ pred' in Octabas Sc̄i Hillarij tunc ꝓx' ſequen' ad oſtendend' & ꝓponend' ſi quid ꝓ ſe haberet vel dicere ſciret quare dictus Dnus̄ Rex execuc̄onem ꝟſus ipſam Katherinam ꝓ pred' centum libris habere non deberet virtute cujus quidem Br̄is quidam Samuel Jones Armig' Vic' Com̄ Berks p̃d' exiſten̄ poſtea & ante retorn' ejuſdem Br̄is & ante finem pred' Termini

In Cons' de quel le Def. covenant per fait dat. 23 Aug. 2 Jac. al indempnifier le Pl. de tous Actions, &c. queux ſerront commence, &c. en tant come le dit 64 l. extenderoit.

Ita quod tiel ſuit, &c. ſoit port ou commence per ou devant le Fine de Term de St. Mich. donc proch' enſuant.

Averment que le Def. n'ad pay le dit 64 l. al Roy ou al Pl.

Tranſcript de Record del Utlary, &c. deliver al Court d'Excheq'.

Sci. Fa. hors de Excheq' envers le Pl.

Per virtue de ceſt Brief devant le Fine de dit Term de St. Mich. Sciri Fecit &c. le Pl.

Ret' de brief accordant.

Le Plaintiff n'aientaſcun choſe a pleder en barre fiſt default al jour de ret' &c.

Judgment *v.* le Pl.

Sancti Michaelis anno ſecundo ſupradicto ſcilt viceſimo nono die Novembris in eodem Termino ꝑ quoſdam Johem Roſe & Willm Desborow ꝓbos &c. ſcire fecit eidem Katherine quod eſſet coram Baronib9 de Scaccario predc̄o ad diem & locum in brevi illo ſpecificat' ad oſtendend & ꝓponend juxta exigenc ejuſdem brevis Et ad diem retorn brevis illius idem Vic eidem Cur' de Scaccario apud Weſtm pred' retorn breve pred' in forma pred' execut' ꝓut ꝑ record inde in eadem Cur' de Scaccario apud Weſtm pred remanen plenius apparet Et ꝑ eo qd eadem Katherina nichil habuit ad oſtendend & ꝓponend in barram executionis p̃d eadem Katherina ad p̃dcm diem retorn pred' brevis de Scir' fac' in pred' Cur' de Scaccario non comperuit ſed defalt' fecit ꝑ quod per eandem Cur' adtunc apud Weſtm p̃d' conſ fuit quod dictus Dnus Rex nunc haberet execuc̄onem ſuam Vſus ipſam Katherinam ꝓ pred' centum libris ꝓut ꝑ record' adjudicationis executionis illius in eadem Cur' de Scaccario apud Weſtm pred remanen ſimilit' liquet Et eadem Katherina in facto dic' quod ipſa eadem Katherina ratione emanationis pred' brevis de Scir' Fac' ante finem pred' Termini Sancti Michaelis in ſcripto pred' ſpecificat' & adjudicationis executionis ſuperinde onerabilis devenit & adhuc onerabilis exiſtit ad ſolvend' dicto Dño Regi in Scaccario ſuo de denar' ipſius Katherine ꝓpriis conſimilem ſummam ſexaginta & quatuor librarum ꝑ ipſam Katherinam eidem Thome ſic ut prefertur ſolut' Sicq; eadem Katherina dic' quod idem Thomas convenc̄onem ſuam pred' licet adinde ſepius requiſit' fuiſſet in ea parte non tenuit ſed infregit ac ill' prefat' Katherine tenere omnino contradixit & adhuc contradic' unde eadem Katherina dic' quod ipſa deteriorat' eſt & dampnum habet ad valenciam centum librarum Et inde ꝓduc' ſectam &c.

Barre.

Proteſtation que le Pl. ne fuit dampniſie, &c. devant le fine del Mic' Terme.

Que le Brief de *Sci. Fac.* hors d'Exchequer rei-veritate primes iſſue

Et p̃dcus̃ Thomas ꝑ Samuelem Downes Attorn ſuum ven & defend vim & injur' quando &c. Et dic' qd p̃dca Katherina acc̄onem ſuam p̃d Vſus eum here non debet quia ꝓteſtando quod eadem Katherina a tempore confecc̄onis ſcripti p̃dci ante finem termini Scĩ Michis año ſecundo ſupradicto non dampnificat' fuit rōne ſoluc̄onis ſue dce ſum̄e ſexaginta & quatuor librar eidem Thome ꝓ ꝑlito tamen idem Thomas dic' qd Bre dci Dni Regis de Scir' fac' e Cur' dci Dni Regis de Scaccario apud Weſtm in narrac̄one p̃d ſupius menc̄onat' in rei Veritate primo emanavit Vſus eandem Katherinam poſt finem ejuſdem termini ſcil't ſup triceſimum diem Novembris año regni dci Dni Regis nunc ſecundo Abſq; hoc qd dcm Bre dci Dni Regis de Scir' fac' Vſus p̃fat' Katherinam e Cur' dci Dni Regis de Scaccario apud Weſtm ꝓ recupac̄one p̃d centum librar in

narrac̄one p̄d ſup̄ius ſuppoſit̄ emanari actualit' emanavit ante finem Termini Sc̄i Mich̄is año ſecundo ſup̄dcō ꝑut p̄d Katherina ſup̄ius v̄ſus eū narravit Et hoc parat̄ eſt v̄ificare unde pet̄ Judiciū ſi p̄dca Katherina acc̄onem ſuam p̄d v̄ſus eum here debeat &c.

puis le fine del dit Term viz. tiel jour.

Et p̄dca Katherina dic' q̄d ipſa ꝑ aliqua p̄allegat̄ ab acc̄one ſua p̄dca hend̄ p̄cludi non debet Quia dic' q̄d p̄d bre dc̄i Dn̄i Regis de Sciř fac' gerit dat' viceſimo nono die Novembris año regni dc̄i Dn̄i Regis nunc ſcd̄o exiſtente ult̄ die dc̄i Termini Sc̄i Mich̄is pr' poſt dat̄ ſcripti p̄dc̄i ſequen̄ ꝑut ꝑ Record̄ in dca Cur̄ dc̄i Dn̄i Regis de Scaccar̄ pleniꝰ liquet & apparet Et hoc parat̄ eſt v̄ificare unde pet̄ Judic' ſi p̄d Thomas contra dat' bris p̄dc̄i ad dicend̄ Abſq; hoc q̄d dcm̄ bre dc̄i Dn̄i Regis de Sciř fac' v̄ſus p̄fat̄ Katherinā e Cur̄ dc̄i Dn̄i Regis de Scaccar' apud Weſtm̄ ꝑ recuperac̄one dcar̄ centū librar̄ in narrac̄one p̄d ſup̄ius fieri ſuppoſit̄ emanari actualit̄ emanavit ante finem Termini Sc̄i Mich̄is anno ſcd̄o ſup̄dcō ꝑut p̄d Katherina ſup̄ius v̄ſus eum narravit admitti debeat Et unde ex quo p̄d Thomas fracc̄onē convenc̄onis p̄d non dedic' eadem Katherina pet̄ Judic' & dampna ſua occ̄one p̄miſſa ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

Replicat' Que le dit Briefe port date 29 Novembr' 2 Jac. eſteant le darrein jour de Term de St. Mich. Judgment demand ſi envers le date de Brief le Def. ſeroit admit adire, &c.

Ceux Exceptions fueront pris al Count en ceo Caſe:

1. Que n'eſt dit que le *Capias Utlagat'* iſſue en temps de Term, *ſed non allocatur*, car *per Cur'* il eſteant un Judic' Briefe, ſerra intend, quand eſt nul reaſon al contrary, car per le courſe del Court doit eſtre iſſint, *Latch.* 11. *vid.* 2. *Jones* 150. 1 *Ven.* 362.
2. Que n'eſt diſt que le eſcripture containant le Covenant, *ſigillo ſuo fuit ſigillat'*, *ſed non allocatur*, car *per Cur'* eſt dit que le Def. per ceo *convenit*, que ne puit eſtre ſi ne fuit un fait, 4 *Leon.* 175.
3. Que eſt dit *prout patet per Recordum*, *Et hoc parat' eſt verificare*; mes (*per Recordum ill'*) eſt omit, *ſed non allocatur*, car *per Cur'* eſt aſſets bien ſans ceux parols, 1 *Sid.* 429.
4. Mes le Queſtion que fuit deigne de conſideration fuit, lequel come ceſt Caſe eſt, le Def. ſerra admit a dire, que le *Scire facias* fuit proſecute hors de Court al aſcun auter temps que a ceo que il port date, Et *Bailey* & *Bunning*'s Caſe, 1 *Sid.* 271. & 1 *Rolls Abr.* 893. *F. N. B.* 78. *b.* fueront cite. Le matter fuit adjourn d'eſtre argue le prochein Term; mes ne appiert per le Court-Liver que ceo fuit unques argue arreare per le Counſel d'Ambideux parts, mes appiert per meſme le Livre que en *Trin.* 2. *W.* & *M.* Serjant *Trinder* appiert pur le Pl. & que Judgment fuit done pur le Pl. *niſi*, &c. Et ne appiert per le dit Livre que aſcun cauſe fuit monſtre al contrary (Mes nul Judgment eſt enter ſur le Roll *ex relatione Magiſtri* Mills *Cler' Theſaurar' de* C. B.)

Et iſſint per ceſt Judgment appiert (ſi ceo fuit done per reaſon d'un Eſtoppel en le Caſe) que en Judgment del Ley, un Covenant poit eſtre enfreint, lou *revera & in facto* ceo ne fuit enfreint. *Quod nota.* Mes pur ceſt matter *Vid. Raym.* 161. 2 *Jo.* 149, 150. 2 *Keb.* 198. *Britton* & *Long*'s Caſe. 838. & 844. *Green* & *Jones*'s Caſe, 1 *Sid.* 432. *Man* & *Adam*'s Caſe, 1 *Ro. Abr.* 552. *Lett. F. num.* 4. & 5. Et *nota* eux.

Tuckerman v. *Tuckerman.*

Tempeſt. Paſch. 4 Jac. 2. Regis. Rot. 590.

Debt vers Admin' ſur Obl' pur performans de Covenants.

Devon' ſſ. **M**argareta Tuckerman nuꝑ de Blackawton in Com̄ p̄d vid̄ Adminiſtratrix bonoꝝ & catalloꝝ que fuer̄ Ric̄i Tuckerman nuꝑ viri ſui defunct̄ qui obiit inteſtat̄ al's nuꝑ dict̄ Richard Tuckerman of the Pariſh of Blackawton in the County of Devon Yeoman ſum̄ fuit ad reſpondend̄ Suſanne Tuckerman vid̄ de plito quod reddat ei centum libꝛas quas ei injuſte detinet &c. Et unde eadm̄ Suſanna ꝑ Carolū Tayloꝛ Attoꝛn̄ ſuū dic̄ q̄d cum p̄dcus̄ Ric̄us in vita ſua ſcilt pꝛimo die Auguſti anno regni Dn̄i Caroli ſcd̄i nuper Regis Anglie &c. triceſimo apud Totnes ꝑ quoddam ſcriptum ſuum obligator̄ conceſſiſſet ſe teneri eidem Suſanne in p̄d centum libꝛis ſolvend̄ eidem Suſanne cū inde requiſit̄ fuiſſet p̄d tamen Ric̄us in vita ſua ac p̄dca Margareta poſt moꝛtem p̄d Ric̄i (cui quidem Margarete adminiſtrac̄o bonoꝛum & catalloꝝ que fuer̄ p̄d Ric̄i tempoꝛe moꝛtis ſue apud Totnes p̄d poſt moꝛtem pꝛed' Ric̄i comiſſa fuit) licet ſepius requiſit̄ pꝛed' centū libꝛas eidm̄ Suſanne nondū reddider̄ nec eoꝝ alt̄ reddidit ſed ill' ei reddere contradixer̄ ac p̄dca Margareta ill' ei adhuc reddere contradic̄ unde dic̄ q̄d deterioꝛat̄ eſt & dampnū h̄et ad valenciam centū ſolidoꝝ. Et inde ꝓduc̄ ſectam &c. Et ꝓfert hic in Cur̄ ſcriptū p̄d quod debm pꝛed' in foꝛma pꝛed' teſtatur cujus dat̄ eſt die & anno ſupꝛadictis &c.

Barre. En que le Def. monſtre touts les Covenants & pleade general performans.

Et p̄dca Margareta ꝑ Hen̄ Legaſſicke Attoꝛn̄ ſuū ven̄ & defend̄ vim & injur̄ quando &c. & pet̄ audit̄ ſcripti pꝛedci & ei legitur pet̄ etiam auditū condic̄onis ejuſdm̄ ſcripti & ei legitur in hec v̄ba: The Condition of this preſent Obligation is ſuch, That if the above-bounden *Richard Tuckerman* do in every thing obſerve, perform, accompliſh, fulfil and keep all and ſingular Grants, Articles, Covenants and Agreements ſpecified, mentioned and declared

in one pair of Covenants indented, and bearing date the Day and Year of the Date of theſe Preſents, had and made between the above-bounden *Richard Tuckerman* of the one part, and the above-named *Suſanna Tuckerman* of the other part, which on the part of the above-bounden *Richard Tuckerman*, his Executors or Aſſigns, are to be obſerved, performed, fulfilled and kept, according to the tenor, purport and true meaning of the ſame, that then this preſent Obligation ſhall be void and of none effect, or elſe the ſame to ſtand and remain in his full power, ſtrength and vertue. Quib; lectis & auditis eadem Margareta dic̄ q̄d p̄dc̄a Suſanna acc̄onem ſuam p̄d inde v̄ſus eam here non debet quia dic̄ q̄d convenc̄ones indentat̄ p̄d in condic̄one p̄d' ſupius ſpecificat' fact̄ fuer' apud Cotnes p̄d' p̄dc̄o primo die Auguſti an̄o regni Dn̄i Caroli ſecundi nuꝑ Regis Anglie &c. triceſimo ſupradicto inter p̄d' Suſannam Tuckerman ꝑ nomen Suſanne Tuckerman de Blackaweton in Com̄ Devon̄ Vid' ex una parte & p̄dc̄m Ric̄um Tuckerman in vita ſua ꝑ nomen Ric̄ Tuckerman filij ejus de eadem paroch Yeoman ex altera parte (cujus quidm̄ alteram partem ſigillo p̄dc̄e Suſanne ſignat' eadem Margareta hic in Cur' profert cujus dat̄ eſt die & anno ſupradictis) que quidem convenc̄ones indentat̄ (recitan̄ q̄d cum p̄dc̄a Suſanna Tuckerman fuit Executrix cum eodem Ric̄o Tuckerman ultime Voluntatis & Teſtamenti Viri ſui Ric̄i Tuckerman tunc nuꝑ defunct̄ de omnib; bonis dicti Viri ſui durant̄ vita ſua natural' & de una Catalla Anglice Chattle ſi p̄dcus̄ Ricus̄ & Rutha Tuckerman ſive eoꝝ alter tam diu vixerint) teſtantur q̄d ipa p̄dc̄a Suſanna ꝓ & in conſideracōne tal' reſervacon̄ & ſolucon̄ poſtquam in p̄d' convencon̄ indentat̄ mencōnat̄ ꝑ eaſdem convencon̄ indentat̄ aſſignavit poſuit locavit Anglice lett & tranſtulit Anglice made over p̄fat̄ Ric̄o Tuckerman oīa bona infra & extra domus Anglice within doors and without cujuſcunq; generis nature vel qualitatis ꝓ & in conſideracōne q̄d predcus̄ Ricus̄ Tuckerman ſolveret libaret & exoneraret oīa debita & legata Anglice Legacies patris ſui ita q̄d dc̄a mater ejus executores vel aſſign̄ ſui libarentur & exonerarentur de eiſdem Acetiam ulterius convent̄ & agreat̄ fuit inter partes pred' quod pred' Suſanna Tuckerman ꝓ & in conſideracōne annualis redditus octo libraꝝ ꝑ pred' convencon̄ indentat̄ dimiſit conceſſit & poſuit eidem Ric̄o Tuckerman oīa jus & titulum que ipa Suſanna huit in catalla Anglice the Chattel ſupradict̄ Reddend' & ſolvend' ꝑinde eidem Suſanne Tuckerman plenam & juſtam ſammam octo libraꝝ legalis monet̄ Anglie annuatim durant̄ vita natural' pred' Ric̄i & Ruthe ſupradict̄ per equas & equales portiones quarteriatim ſolvend' videlt primo die Novembris ſecundo die Februarij tertio die Maij &

primo die Auguſti Et pred' Suſanna Tuckerman ulterius exceptavit ſibimetipſi domum novam erectat' apud auſtral' finem antique domus mancōnal' Anglice ancient dwelling-houſe & cameram ſup eandem cum conveniente paſſagio trans aulam ad eandem ac domiculum apud Oriental' latus Anglice Eaſterſide pdcō nove domus & pomarium eidem adjacen̄ & medietatem alterioris gardini Acetiam ulterius exceptat' fuit quod pred' Suſanna Tuckerman heret un̄ equum ad voluntatem & libitū ſua un' dies in duab; ſeptimanis Anglice a fortnight necnon heret ducent' faſces jampnoꝝ Anglice Furze-faggots vel faſces ligni Anglice Wood-faggots quolibt anno duran̄ termino predcō ac privilegiū conſervacon' Anglice keeping unius porci Et ſi contingeret pred' annual' redditus octo libraꝝ aretro foret Anglice ſhould be behind & inſolut' in parte vel toto per ſpacium trium menſium pr' poſt aliquem diem dieꝝ pred' quod tunc & abinde licitum foret ad & cum pred' Suſanna Tuckerman intrare ſup illis quinq; cl'is terre vocat' le Furze-Park le great Ward le two new Parks & le Forches Park & ea here pacifice & quiete durant' termino Sed ſi pred' annual' reddit' ſolut' fuerit put preantea expreſſat' quod tunc & abinde licitum foret ad & cum predcō Ricō Tuckerman executorib; ſive aſſign' ſuis pacifice & quiete here tenere occupare poſſidere & gaudere oīa & ſingula prementcōnat' premiſſa & quamlibt partem & parcell' inde ſine legal' impedimento obſtructione vel negatione predcē Suſanne Tuckerman vel alicujus al' pſon̄ ſive pſonarum quarumcunq; p vel ſubter eam claman' Angl' claiming ullum legal' clamū jus titulum terminū ſive intereſſe de in vel ad premiſſa pred' aut aliquam partem vel parcell' inde put p convencon̄ indentat' pred' plenius liquet & apparet Que ſunt omnes & ſingula conceſſiones articula conventiones & agreament' in convencon' in indentat' pred' ſpecificat' mentionat' & declarat' ex parte ipſius Ricardi Tuckerman executor' adminiſtrator' & aſſign̄ ſuor' obſervand' performand' perimplend' & cuſtodiend' Et eadem Margareta ulterius dic' q̄d pred' Ricardus Tuckerman in vita ſua ſemp poſt confeccon' convencon' indentat' pred' uſq; diem mortis ſue & predcā Margareta ſemper poſt mortem ipſius Ricardi uſq; diem impetrationis Bris Originalis ipſius Suſanne in hac parte bene & fidelit' obſervaver' performaver' perimplever' & cuſtodiver' omnia & ſingula conceſſiones articul' conventiones agreament' materias & res in pred' convencon̄ indentat' content' & ſpecificat' ex parte ipſius Ricardi Tuckerman executorum adminiſtratorum vel aſſign' ſuorum obſervand' performand' perimplend' & cuſtodiend' ſecundum formam & effectum convencon̄ indentat' pred' Et hoc eadem Margareta parata eſt verificare unde pet Judicm̄ ſi p̱edca Suſanna actionem ſuam p̱ed' inde v̄ſus eam h̄ere debeat &c.

Levinz.

Replication,

Et p̄dca Suſanna dic' quod ipſa per aliqua ꝑ p̱edcam̄ Margaretam ſuperius ꝑlitando allegat' ab accōne ſua p̱ed' inde v̄ſus eandem Margaretam habend̄ p̱ecludi non debet quia ꝓteſtando qd̄ p̱edcus̄ Ricus̄ filius in vita ſua ſemper poſt confeccōn convencōn indentat' p̄d' uſq; diem mortis ejusdem Ricī filij & p̄d Margareta ſemper poſt mortem ejusdem Ricī filij uſq; diem impetracōnis b̄ris̄ originalis ipſius Suſanne in hac parte non bene & fidelit' obſervaver' ꝑformaver' ꝑimplever' & cuſtodiver' omnia & ſingula vel aliqua conceſſiones articula convencōnes agreamenta materias & res in p̱ed̄ convencōn indentat' content' & ſpecificat' ex parte ipſius Ricī Tuckerman filij executor̄ adminiſtrator̄ vel aſſign ſuor̄ obſervand̄ ꝑformand̄ ꝑimplend̄ & cuſtodiend̄ ſecundū formam & effectū convencōn indentat' p̱ed̄ ꝑ ꝑlito eadem Suſanna dic' q̄d ipā eadem Suſanna non habuit de ꝑſat' Ricō filio in vita ſua ſeu de eadem Margareta poſt ejusdem Ricī filij p̱ed̄ mortem ducent' faſces jampnor̄ Angl' Furſe-Faggots vel ducent' faſces ligni Anglice Wood-Faggots annuatim durañ termino p̱ed̄ ſuperius in ꝑlito ejusdem Margarete recitat' ſecundum formam & effectum convencōn indentat' p̄d ſed octingent' faſces jampnor̄ Anglice Furſe-Faggots vel octingint' faſces ligni Anglice Wood-Faggots eidem Suſanne debit' fuer' a p̄dcō Ricō filio in vita ſua & p̄dcā Margareta poſt p̱ed̄ Ricī filij mortem ꝓ quatuor annis finit' ſuper primum diem Auguſti anno regni Dnī Regis nunc tertio & adhuc aretro exiſtunt contra formam & effectum convencōn indentat' p̱ed̄ Et hoc parat' eſt v̄ificare unde pet' Judic̄ & debm ſuū p̄dict' unacum dampnis ſuis ſibi adjudicari &c.

Breach.

Baldocke.

Demurrer.

Et p̱edcā Margareta dic' qd̄ ꝑlitum p̱edcē Suſanne ſuperius replicando ꝑlitat' ac materia in eodem content' minus ſufficien' in lege exiſtunt ad p̱ed' Suſannam accōnem ſuam p̱ed' v̄ſus eandem Margaretam habend̄ manutenend̄ quodq; ipā ad ꝑlitum illud modo & forma p̄d' ꝑlitat' neceſſe non habet nec per legem terre tenetur aliquo modo reſpondere Et hoc parat' eſt v̄ificare unde ꝓ defectu ſufficienē replicacōn' ipſius Suſanne in hac parte eadem Margareta pet' Judic̄ & qd̄ p̱edcā Suſanna ab accōne ſua p̱ed̄ inde v̄ſus eandem Margaretam habend' p̱ecludatur &c.

Levinz.

Joinder en Demurrer.

Et p̃dca Suſanna ex quo ipſa ſufficieñ materiam in lege ad actionem ſuam p̃dict̃ verſus p̃fat̃ Margaretam habend manutenend ſuperius replicando allegavit quam ip̃a eadem Suſanna parat̃ eſt verificare quamquidem materiam p̃d Margareta non dedicit nec ad eam aliqualit̃ reſpondit ſed verificac̃onem ill̃ admittere omnino recuſat Iō ut prius pet̃ Judicium & debitum ſuum p̃d unacum dampnis ſuis occ̃one detenc̃onis debi illius ſibi adjudicari &c.

Baldocke.

JUdgment en ceſt Caſe fuit done pur le Defendant, pur ceo que fuit tenus, que le fait quant a les Fagots, ne amount al un Covenant que le Inteſtate provider' les Fagots al ſes proper Coſts & Charges, & deliver' eux al Plaintiff; mes que fuit ſolement un libertie reſerve al Plaintiff a prender annualment ſur les terres tants de Fagots; & auxi pur ceo que ne fuit monſtre per le Pl. quel quantity del Fagots el ne ad receive en le vie del Inteſtate, & quel apres ſon mort, car peradventure le Defendant ad ſeveral matters a pleader, *viz.* un diſtinct matter, quant a ceux que le Plaintiff ne ad receive en le vie del Inteſtate; & auter matter quant al ceux queux ne fuer' receive per Plaintiff apres le mort del Inteſtate.

Thomas **Major** Adminiſtr' de *John Wood*, nient admin' per *Deborah Wood*, Pl. v. *Daniel Peck* & *Urſula* ſa Feme, Executric' de *Richard Wood.*

Intrat' Mich. 3 W. & M. Rot. 395.

Alias put patet Termino Sc̃i Trinitatis ult̃ p̃terito rotulo 1508. continetur ſic:

Briefe de Covenant ſur Indenture de Demiſe.

London ſſ. DAniel Peck nuper de paroch Sancti Pauli Covent Garden in Com̃ Midd Laceman & Urſula Ux' ejus Executrix' Teſtamenti Ric̃i Wood nuper viri ſui defunct̃ alias nuper dict̃ Richard Wood Citizen and Haberdaſher of London ſuũ fuer̃ ad reſpondend̃ Thome Majoꝛ Adminiſtr' bonoꝝ & catalloꝝ que fuer' Johis Wood tempoꝛe moꝛtis ſue ꝑ Deboꝛam Wood nuper Executric' Teſti pꝛed' Johis non Adminiſtrat̃ cum eodem Teſtõ annex' de plito quod teneant eidem Thome convencõnem inter p̃fat̃ Johem & Ricũm in vitis ſuis ſecundum vim foꝛmam & effectum cujuſdam Indentur̃ inde inter eos & quendam Benjamin Wood confect̃. &c. Et unde idem Thomas ꝑ Robertum Huntman Attoꝛn ſuũ dic' qđ cum ꝑ quandam Indentur' fact' apud London videlt in paroch beate Marie de Arcubus in warda de Cheape viceſimo pꝛimo die Decembr' anno regni Dñi Caroli ſecundi nuper Regis Anglie &c. triceſimo quarto inter pꝛefat̃ Johem Wood in vita ſua ꝑ nomen Johis Wood Civis & Haberdaſher̃ London ex una parte & pꝛed' Ricũm Wood in vita ſua & pꝛed̃ Benjamiñ Wood per nomina Rici Wood & Benjamiñ Wood Civium & Haberdaſhers Londoñ ex altera parte cujus alteram partem ſigillis pꝛed' Rici & Benjamin' in vita ipſius Rici ſignat̃ idem Thomas hic in Cur̃ pꝛofert (cujus dat̃ eſt eiſdem die & anno) Teſtat̃ exiſtit quod pꝛed' Johes Wood pꝛo & in conſ̃ reddit̃ & convencõn' poſtea in eadem Indentur̃ reſervat̃ & content̃ ex parte & vice pꝛed' Rici & Benjamin Executor̃ Adminiſtrator̃ & Aſſign' ſuoꝝ ſolvend' fiend' & perfoꝛmand' dimiſiſſet conceſſiſſet & ad firmam tradidiſſet & per eandem Indentur̃ dimiſit conceſſit & ad firmam tradidit p̃fat̃ Rico & Benjamiñ tot̃ ill' meſſuagiũ ſive tenementũ cum ꝑtin' vulgarit' vocat̃ vel cognit̃ per nomen vel ſignũ de le Hare ſcituat̃ & exiſten' in Pater-noſter-Rowe in London tunc in tenur̃ ſive occupacõne pꝛed' Johis ſimul cum omnibus & ſingulis ſhopis ſellar̃ ſollar̃ cameris romeis vijs paſſagijs luminibus aiſiament̃ aquecurſibus ꝓficuis commoditatibus & pertin' quibuſcunq; dict̃ meſſuagio ſive teñto & pꝛemiſſ' ſpectan' vel aliquo modo pertin' except̃ & ſemper reſervat̃ ex eadem dimiſſion' eidem Johi & Familie ſue uſum totius pꝛed' meſſuag' ſive teñti & liberam libertatem ingreſſus egreſſus & regreſſus in ad & a dicta domo acetiam in ad & a ſhopa & repoſitoꝛio Anglice Ware-Houſe de tempoꝛe in tempus & ad omnia tempoꝛa durañ pꝛimis duobus annis de termino annoꝝ poſtea in eadem Indentura conceſſ' Habend̃ & tenend̃ meſſuag' ſive teñtum pꝛed' & omnia & ſingula al' p̃miſſ' p̃antea ꝑ eandem Indentur' mencõnat̃ foꝛe dimiſſ' & quamlibet partem inde cum ꝑtiñ (except̃ p̃cept̃) eiſdem Rico & Benjamino Executor̃ Adminiſtrator̃ & Aſſigñ ſuis a Feſto die Natal' Dni nri Dei px' ſequeñ dat̃ ejuſdem Indentur' uſq; plenũ finem & terminũ vigint̃ & un' annoꝝ extunc px' ſequen' & plenar' complend' & fini-

Narr'.
Sur Indent' de demiſe fait per le Inteſtate de Pl. al Teſtator del Def. Eliz. Benjamine Wood 21 Decembris 34 Car. 2. de Meaſe appel le Hare en Pater-Noſter. Row

Except le uſe del dit Meſſ. &c. pur les primer 2 anns de terme.

Habend' pur 21 anns de Feaſt de Noel ꝓch' enſuant.

Rend' 70 l. per an' al les 4 uſual Feaſts.

end' Reddend' & ſolvend' ꝓinde annuatim & quolibet anno du-
ran' dicto termino annual' reddit' ſive ſummam ſeptuagint' li-
brarꝝ legalis monet' Anglie ad quatuor maxime uſual' Feſt' dies
ſive terminos ſolucõnis in quolibet anno videlt ad Feſt' diem
Annunciacõn' Beate Marie Virginis Nativitat' Sci Johis
Baptiſte Sci Michaelis Archi & Natal' Dni noſtri Dei ꝑ equas
& equal' porcõn' liber' & clare Anglice clear ab omnibus taxacõ-

Les Leſſees Covenant jointment & ſeveralment.

nibus aſſeſſament' debis ſolucõn' & oneribus quibuſcunqꝫ Et p̃d'
Ricus & Benjamin' ꝓ ſeipſis ac utroqꝫ & eorum altero Anglice
each and either of them ſuis & alter' eoꝝ Executorũ Adminiſtra-
torũ & Aſſign' convener' ꝓmiſer' & conceſſer' & alter eorum con-
venit ꝓmiſit & conceſſit ad & cum pred' Johe Wood Executor'
Adminiſtrator' & Aſſign' ſuis & quolibt eorũ ꝑ eandem Inden-
tur' modo & forma poſtea in eadem Indentur' ſequen' videlt

Que ils ou un de eux payeroit le Rent, &c.

Quod ipſi p̃d' Ricus & Benjaminũ Executor' Adminiſtrator' vel
Aſſign' ſui aliquis vel un' eorũ deberent & vellent bene & vera-
cit' ſolvẽ vel ſolvi cauſare pred' Johi Wood Hered' Executor' Ad-
miniſtrator' vel Aſſign' ſuis dict' annual' reddit' ſeptuagint' libra-
rũ ad dictos quatuor maxime uſual' Feſt' dies ſive terminos ſo-
lucõn' in quolibet anno p̃antea in Indentur' p̃d' mencõnat' ꝑ
equal' porcõn duran' tot' dicto termino vigint' & unũ annorũ ꝑ
eandem Indenturam conceſs' ꝓut ꝑ eandem Indentur' (inter
al') plenius liquet virtute cujus quidem dimiſs' ijdem Ricus &

Le Leſſor 20 Dec' 35 Car. 2. fiſt ſon volent & le dit Deborah ſon Executrix. Que le 10 Mar. 1684. il moruſt poſſeſs de reverſion, &c. Probate de Teſtament per Deborah 1 Marcij 1684. Que le Leſſee Rich. Wood 15 Jan. fiſt ſon volunt & Def. Eliz. ſon Executrix. & moruſt.

Benjamiñ in vita ipſius Rici in teñtis predcis cum ꝑtiñ intra-
ver' & fuer' inde poſſeſſionat' Ipſiſqꝫ ſic inde poſſeſſionat' exiſtent'
idem Johes poſtea ſcilt viceſimo die Decembris año regni dci
Dñi Caroli ſecundi nuꝑ Regis Anglie &c. triceſimo quinto
apud Londoñ p̃d' in parochia & warda pred' condidit teſtamen-
tum & ult' voluntat' ſuam in ſcript' & de dicto teſtamento ſuo ipſ
idem Johes perinde adtunc & ibm conſtituit eandem Deboram
ſolam Executric' Et poſtea ſcilt decimo die Martij anno Dñi
millimo ſexcenteſimo & octogeſimo quarto p̃d Johes apud Lon-
don pred in paroch & warda p̃d obijt de revcõne eorundem ten-
torꝝ cum ꝑtin poſſeſſionat' poſt cujus mortem prefat' Debora
poſtea ſcilt viceſimo primo die Martij anno Dni millimo ſex-
centeſimo & octogeſimo quarto ſupradicto onus execucõnis te-
ſtamenti pred apud London p̃d in parochia & warda p̃d ſuper ſe
ſuſcepit & teſtamentum ill' adtunc & ibm deba juris forma p
bavit p̃dcuſqꝫ Ricus poſtea ſcilt decimo quinto die Januari
año Dni millimo ſexcenteſimo & octogeſimo quinto apud Lon-
don p̃d in parochia & warda p̃d condidit teſtamentum & ult' vo-
luntat' ſuam in ſcript' & ꝑinde adtunc & ibm conſtituit & ordina-
vit p̃dcam Urſulam ſolam Executric' ſuam teſtamenti ſui p̃d
poſtea ibm obijt poſt cujus mortem p̃dca Urſula dum ipſa ſol
fui

fuit teſtamentum & ult' voluntat' p̄d p̄dict' Ric̄i deba juris forma ꝓbavit & onus execuc̄onis teſtamenti p̄d Ric̄i ſuper ſe ſuſcepit ſcilt apud London p̄d in parochia & warda pred Et pred' Thomas ulterius dic' q̄d p̄d Debora poſtea ſcilt triceſimo primo die Maij anno Dn̄i milſimo Sexcenteſimo & octogeſimo octavo apud London pred in parochia & warda pred obijt inteſtat' poſt cujus mortem ſcilt viceſimo primo die Junij año Dñi milſimo ſexcenteſimo & octogeſimo octavo ult' ſupradict' Adminiſtrac̄o bonoꝝ & catalloꝝ que fuer' p̄d Johis tempore mortis ſue ꝑ pred Deboram nuꝑ (ut p̄fertur) Executric' teſtamenti p̄d Johis inadminiſtrat' cum eodem teſtō annex' ꝑ Gulielmu Providentia Divina Cantuar' Archiepiſc' totius Anglie Primat' & Metropolitan apud London p̄d in parochia & warda p̄d eidem Thome deba legis forma commiſſa fuit donec Rebecca Wood viceſimum primum etat' ſue añu attigerit p̄dc̄aq; Urſula poſtea ſcilt decimo die Junij anno Dñi milſimo ſexcenteſimo & octogeſimo nono apud London p̄d in parochia & warda p̄d cepit in virum ſuu p̄dcu Daniel' Peck Et idem Thomas in facto dic' q̄d octogint' & ſeptem libr' & decem ſolid de añual' reddit' p̄d ꝓ uno anno integro & uno quarterio unius añi finit' ad feſtum diem Nativitat' Sc̄i Johis Baptiſte año regni Dñi Regis & Dñe Regine nunc tertio poſt mortem p̄d Johis Wood & Debore & poſt deſponſal' inter pred Daniel' & Urſulam celebrat' a retro fuer' & adhuc exiſtunt inſolut' quos quidem octogint' & ſeptem libras & decem ſolidos ijdem Daniel' & Urſula non ſolver' ſeu ſolvi cauſaver' nec eoꝝ alter ſolvit ſeu ſolvi cauſavit juxta formam & effecm Indentur' dimiſſ' p̄d Et ſic idem Thomas dic' q̄d p̄d Daniel' & Urſula licet ſepius requiſit' &c. convencon p̄d inde inter p̄d Johem Wood & Ric̄um Wood in ea parte (ut prefertur) confect' non tenuer' ſeu eoꝝ alter tenuit ſed infreger' Ac ill' ei hucuſq; tenere omnino contradixer' & adhuc contradic' Ad dampnu ipſius Thome centum libraꝝ Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' Literas Adminiſtratorias p̄dict' Archiepiſc' que Commiſſion Adminiſtracon pred eidem Thome in forma p̄d teſtantur &c. Cum hoc q̄d idem Thomas v̄ificare vult q̄d p̄d Rebecca Wood adhuc ſuperſtes & infra etat' vigint' & un añoꝝ videlt (etat' decem & novem añoꝝ & non ultra) exiſtit ſcilt apud London p̄d in parochia & warda pred &c.

Et p̄d Daniel & Urſula ꝑ Johem Foſter Attorn ſuu ven & defend vim & injur' quando &c. Et pet' licenc' inde interloquendi hucuſq; a die Sc̄i Michis in tres Septimanas & habent &c. idm dies dat' eſt p̄fat' Thome hic &c. Ad quem diem hic ven tam p̄d Thomas quam Daniel & Urſula Ux' ejus ꝑ Attorn ſuos pred Et ſuꝑ hoc p̄d Thomas pet' q̄d p̄d' Daniel & Urſula ad narrac̄onem

Probat del dit Teſtament.

Mort del Deborah Inteſtate

Adminiſtration' de bonis non, &c. grant al Pl. durante minori ætate R. Wood.

Marriage del Def.

Rent arrere.

Adminiſtration' produce

Averment que R. Wood eſt deſous l'age 21.

Barre.

Imparlance.

c̄onem ſuam p̄d' reſpondeant &c. Et predict Daniel Peck & Urſula ux' ejus ꝑ Johem Foſter Attorn̄ ſuū ven̄ & defend' vim & Injur' quando &c. Et dic' q̄d p̄d Thomas Major actionem ſuam pred' Ꝟſus eos habere non debet Quia dic' q̄d poſt ult' continuac̄onem pliti pred' ſcilt poſt diem Veneris px' poſt Craſtinū Sc̄e Trinitatis ult' p̄terit' de quo die plitū p̄d' ult' continuat' fuit hic uſq; ad hunc diem ſcilt diem Veneris px' poſt tres Septimanas Sc̄i Michis & ante hunc diem ſcilt primo die Octobr' año regni Dñi & Dñe Regis & Regine nunc tertio p̄d' Rebeca Wood in narac̄one p̄d' nominat' deven̄ & attingebat Anglice did attain ad plenam etatem ſuam viginti & unius annorū videlt apud London̄ p̄d' in paroch & warda p̄d' Et hoc parat' ſunt Ꝟificare unde pet' Judiciū ſi pred' Thomas Major actionem ſuam predcam̄ Ꝟſus eos habere debeat. Demurrer, & Joinder en Demurrer.

Plea puis darr' continuance que Rebecca Wood ad attaine al ſa Age de 21.

JEO fui retaine ove le Defendant de arguer cet Caſe. Mes il ne fuit unques enter pur Argument per le Plaintiff. Mes jeo ad intend de inſiſter, 1. Que le Plea fuit bone. 2. Que le Declaration fuit male; & quant al primer, coment le Action fuit bien commence encore quand Rebecca attaine le Age de 21. le Authority de Pl. fuit tout ouſterment determine & per conſequence le Action auxi. Et pur ceo en Debt per *Ford* verſus *Glanvile* & Ux' Adminiſtratric' durant le Minority de *J. S.* Le Def. plead que *J. S.* pendant le Action vient al pleine age; & fuit adjudge bone Plea, *Goldsb.* 136. En un *Sci. Fa.* port per Adminiſtr' durante abſentia d'un auter, ſur oyer de *Sci. Fac.* le Def. demurr; & except' fuit priſe que tiel adminiſtration fuit void, & nient allowable per le Ley. Mes l'Except' fuit over-rule, car fuit tenus clearement per le Court, que tiel Adminiſtration fuit bien grantable per le Ley; & poiet eſtre grand conveniency per ceo, car ſi le proch' de ſank ſoit ouſter le mere ſi tiel adminiſtrat' ne poiet eſtre grant les Debts del Inteſtate ne poient eſtre collect ou recover: Et fuit auxi tenus per le Court, que puis le revener de le proch' de ſank, payment del dette al tiel Admin' devant notice eſt bone. Et fuit auxi tenus *per Cur.* que coment poiet eſtre que Actions port per tiel Adminiſtr' ſerront abate per le revener, &c. que uncore Actions *verſus* luy ne ſont abate. Mes ſerront continue *verſus* le droiturel Adminiſtrat. *Clare & Hedges* Caſe adjudge *Paſch.* 3 *W. & M. B. R.* Si un Admin' durante minore Etate d'un Infant Executor ad judgment, & puis l'Executor vient al pleine Age il avera *Sci. Fac.* a executer le Judgment. *Rolls Tit. Executor* 888. *Litt. P. Pl.* 1, 2. *Brownlow* 83.

Iſſint ſi Adminiſtr' ad Judgment, & devant Execut' les Letters d'Admin' ſont revoke, le Defendant avera un *Audita Querela* a prevent' Execut' vers luy. 2 *Sanders* 48. b. *Mod. Rep.* 62. Iſſint ſi le Defendant ſoit actualment en Execut'. *Telv.* 125. *Kett*'s Caſe. Per queux Caſes eſt prove que un Adminiſtrat' ne poit proceeder en un Action apres ſon Authority eſt determine.

Quant al Declarat. la eſt un material variance enter ceo & le Briefe, car le Briefe eſt port per le Pl. come un abſolute & complete Adminiſtr'. Et per le Count il appiert, que il eſt forſque un qualified & limited Adminiſtr', & pur ceo il duiſſoit iſſint eſtre noſme en le Briefe. *Browne*'s *Entries* 1 *part* 18. *Aſhton*'s *Entries* 218. Iſſint en Action envers tiel adminiſtr. *Herne* 301. Iſſint ſi un port Action come Admin' cum teſtamento annexo. *Vid.* 75.

Pyke v. *Pulleyn.*

Winford. Trin. 5 W. & M. Regis & Regine. Rot. 660.

Briefe de Privilege pur un Attorney en Covenant enter le Pl. & Def.

London' ſſ. Robertus Pulleyn nuper de London Armig' alias dict' Robert Pulleyn of the Middle-Temple London, Eſq; attach fuit ꝑ bře Dnı Regis & Dnē Regine de privileg' e Cur' hic emanañ ad reſpondend Rīco Pyke Geñ uñ Attorñ Cur' dict Dnı Regis & Dnē Regine de Banco hic juxta libertat' & privileg' ejuſdem Cur' ꝓ humoi Attorñ & alijs Miniſtris de eodem Banco a tempore quo non extat memoria uſitat' & approbat' in eadem de plito quod teneat ei convencoñ inter ipm Ricm & p̄d' Robertum fact ſecundum formam & effectm quorundum Articulorum agreamenti ꝑ p̄dcm Robtum eidem Rīco inde confect &c. Et unde idem Rīcus Pyke in ꝓpr' perſona ſua dic' qd cum per quoſdam articulos agreamenti fact apud Londoñ pred' videlt in parochia beate Marie de Arcubus in warda de Cheape octavo die Julij año Dnı mill'imo ſexcenteſimo nonageſimo primo inter eundem Ricm Pyke per nomen Rici Pyke de Cantabr' Geñ ex una parte & Robtum Pulleyn de Medio Templo Londoñ Armig' ex altera parte (quorum alteram partem ſigillo ipſius Robti ſignat idem Ricus hic in Cur profert quorum dat eſt eiſdem die & anno) agreat fuit ꝓut ſequitur Imprimis agreat fuit inter partes pred Dñs Thomas Pyke Vicarius de Southo in Coñ Hunt permitteret & ſineret dictm Robtm Pulleyn capere & recipere ad ejus ꝓpr' uſum & beneficium Anglice

Narr'. Sur Articles 8 Julij, 1691. Le Defendant covenant que T. P. Vicar de S. voile permitter le Def. al receiver al ſon uſe tous Duties.

Surgeant al luy come Vicar.

Et ſerra grant d'eux al Def. ſur requeſt pur ſon vie.

Et ſurrendera le Vicaridge iſſint que le Def. preſentera de novel.

Covenant del def. al paier al Pl. 150 l. en lieu del Diſmes, &c.

Averment que T. P. ad perform tout, &c.

Anglice behoofe decimas debit' Anglice Duties & ſolucões uni⁹ añi integri ſurgeñ ex de vel infra dict' paroch de Southo & que debit' foꝛent p̃d' Thome Pyke ut Vicar' de Southo ad Feſtum Sc̃i Michaelis tunc px' vocat' Michaelmas next ac omnia al' ꝓficua reddit' & ſolucões que ſurgerent infra dict' paroch de Southo vel que debit' & ſolubil' foꝛe deberent ꝓ uno pleñ año ad Feſtū Sc̃i Michaelis tunc px' vocat' Michaelmas next Vicario inde & quod dict' Thomas Pyke (ſi requiſit') faceret aliquam conceſſioñ de eiſdem p̃d' Rob̃to Pulleyn ꝓut idoñ putaretur & adviſaretur ꝓ Termino vite naturalis dicti Thome Pyke ad incipiend' a Feſto Sc̃i Michis tunc ult' p̃terit' de p̃d' Vicaria ac omimod' decimis & ꝓficuis ad eadem ſpectañ Et qd' pꝛefat' Thomas Pyke ꝑ omnia bona & legal' vias & media ſuper requiſicõn p̃d' Robertū Pulleyn Hered' & Aſſigñ ſuoꝝ ſurſumredderet dictam Vicariam in manus Dioceſañ Dioceſ' adeo ut p̃d' Rob̃tus Pulleyn eidem Vicarie de novo pꝛeſentare poſſet (except' decimis & ſolucõnib⁹ ſurgeñ extra Haileweſtoñ que debit' fuer' ad Feſtum Añunciacoñ beate Marie Virginis vocat' Lady-day tunc ult' p̃terit' & reddit' ꝓ dimid' unius anni Anglice Half Years Rent glebe Anglice Gleab qui debit' fuit ad Feſtum Annunciacõn' beate Marie Virginis vocat' Lady-day tunc ult' p̃terit') que agreat' fuit foꝛe debit' & ſolubil' p̃fat' Thome Pyke Executoꝛ' & Adminiſtrator' ſuis Et pꝛed' Rob̃tus Pulleyn ꝑ Articulos p̃d' ꝓmiſit ad ſolvend' eidem Ric̃o Pyke Executor' & Adminiſtrator' ſuis ſum̃am centum & quinquaginta libꝛarū ſuper ſecundo die Febꝛuarij tunc px' in loco Anglice liew p̃d' decimarū & ꝓficuorum Et agreat' fuit inter partes pꝛed' quod omnes minut' decime dicte Vicarie que ſolubil' fuer' ad Feſtum Sc̃i Martini Ep̃i in Hyeme vocat' Martinmas tunc ult' pꝛeterit' & que remanebant adtunc inſolut' foꝛent ſolubil' p̃fat' Thome Pyke Executoꝛibus vel Adminiſtratoꝛibus ſuis & non p̃dc̃o Rob̃to Pulleyn Ac omnes denar' ſum̃e debit' & ſolubil' a Laurentio Peate pꝛo major' decimis dc̃e Vicarie ꝓ anno tunc ult' pꝛeterit' foꝛent & remanerent debit' & ſolubil' p̃fat' Thome Pyke Executor' & Adminiſtrator' ſuis & non pꝛed' Rob̃to Pulleyn Et quod Curatus Anglice the Curate de Southo extunc ſolut' foꝛet ꝑ pꝛed' Robertū Pulleyn pꝛout per articulos pꝛed' plenius apparet. Et idem Ric̃us in facto dic' quod pꝛefat' Thomas Pyke in articulis pꝛed' ſuperius nominat' Vicarius Vicarie de Southo p̃d' in dicto Com̃ Hunt' ſemper a tempoꝛe confection' Articuloꝝ ill' hucuſq; permiſit & ſinivit p̃d' Rob̃tum Pulleyn capere & recipere ad uſum & beneficium ipſius Roberti Pulleyn pꝛopt' omnia decimas debit' Anglice Duties pꝛoficua reddit' & ſolutiones ſurgen' & debit' devenien' p̃fat' Thome Pyke ut Vicario

Vicarie de Southo pred ꝓ uno anno integro finit' ad p̄d Feſtū Sci̅ Michaelis Archi tunc ꝓx' ſequen̄ poſt dat' Articuloꝝ p̄dict' (except' ꝓut in Articulis p̄d p̄ercept' fuit) Et idem Ricus̄ ulterius in facto dic' quod predcus̄ Robertus Pulleyn ad aliquod tempus poſt confeccōn̄ Articuloꝝ pred hucuſq; non ſolvit eidem Rico dictam ſummam centum & quinquaginta libraꝝ vel aliquam inde parcel' juxta formam & effectum Articuloꝝ predcoꝝ Et ſic idem Ric' Pyke dic' quod p̄d Robtus licet ſepius requiſit' convencōn̄ ſuam p̄d cum eodem Rico in hac parte ut prefert' fact' non tenuit ſet infregit ac ill' ei hucuſq; tenere contradixit & adhuc contradic' unde dic' quod deteriorat' eſt & dampnum habet ad valenciam ducentarū librarū Et inde ꝓduc' ſectam &c.

Breach que le Def. n'ad pay al Pl. les dets 150l.

Pleg' de ꝓs Joh'es Doe & Ric'us Roe.

Et p̄d Robtus ꝑ Johem Rolfe Attorn̄ ſuū ven̄ & defend vim & injur' quando &c. Et dic' quod pred Ricus accōnem ſuam p̄d inde ꝟſus eum habere non debet quia dic' quod poſt confeccōn̄ Articuloꝝ in narracōn̄ p̄d Rici ſuperius recitat' & ante Feſtum Sci̅ Michaelis tunc ꝓx' ſequen̄ ſcilt ultimo die Julij anno ſupradicto prefat' Thomas Pyke apud Southo p̄d obijt quodq; ꝑ ejus obitū titulum ſuum ad decimas debit' ꝓficua reddit' & ſolucōnes p̄d finitum fuit ꝑ quod idem Robertus decimas debit' ꝓficua redditus & ſolucōnes ei ꝑ Articulos p̄d ſolubil' ꝓ uno anno integro ſecdm̄ formam & effectum Articuloꝝ pred capere & recipere non potuit Et hoc parat' eſt ꝟificare unde petit Judicium ſi pred Ricus accōnem ſuam p̄d inde ꝟſus eum habere debeat &c.

Que le dit Tho. Southo moruſt ult' Julij en le anne avant dit & devant Mich. &c.

Creſwell Levinz.

Demurrer, & Joinder en Demurrer.

UN Except' fuit pris al Barre, *viz.* Que le Defendant ad plede un tranſitory choſe, *viz.* le mort de dit *Tho. Pyke* al *Southo*, & le Action eſt port en London; & que ceo fuit bone Except. le caſe de *Collins* & *Sutton*, 1 *Sid.* 234. 1 *Saunders* 84. *Wright* & *Ramſden*'s Caſe, & 3 *Cro.* 184. *Cowleigh* & *Edwards* Caſe fueront cite.

Mes donc un Except' fuit pris, que le Contract en ceſt Caſe fuit Simonaical; per reaſon de le Covenant a reſigner, & per conſequence void. Mes quant al ceo fuit dit per le Counſel del Plaintiff, Que le Covenant eſt que le dit *Tho. Pyke* per touts legal meanes reſigneroit ſur requeſt del Defendant; que eſt tout un en effect come ſi ad eſtre diſt que *Tho. Pyke* reſigner'

ſi poit eſtre fait per legal means, iſſint que fuit le intent des parties que le reſignat. ne ſerroit fait ſi ne peut eſtre fait legalment. Mes admittant que ceux parols (per legal means) ount eſtre omit le contract n'ad eſtre Simoniacal; car le Covenant pur le Payment de les dits 158 *l.* eſt un diſtinct & independent Covenant. Et pur ceo le Caſe de *Byrt* & *Manning*, *Cro. Car.* 425. fuit cite que fuit tiel. Le Plaintiff port un Action de Debt ſur Obligation pur performer de Covenants: Queux fueront que *Tho. Byrt* le Fits de Plaintiff eſpouſera Anne la File del Def. Et que en Conſideration de dit Marriage, le Defendant covenant a payer 300 *l.* Et le Plaintiff covenant d'aſſurer tiels terrs al *Thomas* & *Anne* pur ſa Jointure: Et fueront auters Covenants pur le value de les terrs, & pur quiet Enjoyment. Et enter auters un Covenant de *Manning*, que il procurera le dit *Tho. Byrt* d'eſtre Preſent, *&c.* al tiel Benefice ſur le prochein avoidance de ceo, & ſur ceo le Breach fuit aſſigne, & ſur Demurrer fuit adjudge pur le Plaintiff. Et fuit dit per le Court, que ſi le dit Covenant ad eſtre que en Conſideration de dit Marriage, le Defendant ad covenant a procurer le dit *Tho. Byrt* d'eſtre preſent, ceo ad eſtre un Simonaical Contract, & ad fait le Obligation void. Mes le Covenant ne fuit en Conſideration de les former Covenants; mes un meere diſtinct Covenant, & independent ſur les former Covenants. Et ſans ſpecial Averment que fuit un Simoniacal Contract, il ne ſerra intend d'eſtre iſſint; car il poit eſtre un Covenant ſur bone Conſideration. Quel Caſe fuit directment ove le Caſe en queſtion. Et le Plaintiff ad Judgment per le Opinion de tout le Court. Pur le Simony. *Vid. Litt. Rep.* 177. *Mo.* 564. *Oldbury*'s Caſe, & *Mackabar* & *Siderick*'s Caſe, *Cro. Car.* 337. & 61. *Lutwyche* fuit Accounſel pur le Plaintiff.

Brooke

Brooke v. *Jowett.*

Tempeſt. Hill. 5 W. & M. Regis & Regine.

Ebor' ſſ. WIllus Jowett nup de Harden in Com p̃d Miller alias dict' William Jowett of Harden aforeſaid Miller ſum fuit ad reſpondend Willo Brooke de plito q̃d teneat ei convenc̃onem inter eos fact' ſecundum vim formam & effectum quarundam Indentur' inde inter eos confect' &c. Et unde idem Willus Brooke p Jeremiam Craven Attorn ſuum dicit q̃d p quandam Indenturam factam apud Caſtrum Ebor decimo die Septembris anno Dni milleſimo ſexcenteſimo octogeſimo quarto inter ipſum Will'um Brooke p nomen Willi Brooke de Harden infra paroch de Bingley in Com Ebor' Fulling-Miller ex una parte & p̃fat' Will'um Jowett p nomen Willi Jowett de Harden pred Miller ex altera parte (cujus alteram partem ſigillo ipſius Willi Jowett ſignat' idem Will'us Brooke hic in Cur' profert cujus dat' eſt eiſdem die & anno) idem Will'us Brooke p & in conſ annual' reddit' in eadem Indentura hic poſtea menc̃onat' dimiſiſſet conceſſiſſet & ad firmam tradidiſſet ac p Indentur' ill' dimiſit conceſſit locavit & ad firmam tradidit d̃co Will'o Jowett tot' ill' meſſuagium ſive ten̄tum unum horreum unum ſtabulum al' edificia unum gardinum & ſeptem clauſa t're ad idem ſpectan cum omnibus ſuis ptin in Harden p̃dca in d̃co Com prut idem nup fuit in tenur' vel occupacon d̃ci Willi Jowett aut Aſſign ſuor ſed tunc in tenura ſive occupac̃one d̃ci Willi Brooke aut Aſſign ſuor ac ſimul cum omnibus vijs aquecurſibus com̃unijs libtat' decimarum libtatibus & eaſiamentis ad idem ptinen ac etiam omne illud molendinum aquaticum granaticum vulgo vocat' Cockcroft-Mill & omnia edificia fornaces cataractas gurgites molares Anglice Mill-Races aquas curren aquecurſus parcell' fundas ſectas al' molendinum vocat' ſoken deba Anglice Suits multur' proficua com̃oditates & advantagia quecunq; ad idem molendinum ſeu fornacem ſpectan vel pertinen cum ptin in Harden p̃d in d̃co Com tunc in tenur' aut occupac̃one d̃ci Willi Jowett aut Aſſign ſuor Habend & tenend d̃ca blada terre a ſecundo die Februarij tunc px' ſequen dat' Indenture p̃dc & dict' meſſuagium molendinum aquaticum granaticum & al' edificia a primo die Maij tunc px' ſequen dat' Indenture p̃dc cum omnibus ſuis ptin eidem Will'o Jowett Executoribus Adminiſtratoribus & Aſſign ſuis p duran & uſque

Covenant ſur Indent' de Demiſe.

Fait 10 Sept. 1684. d'un Meſſ' &c. en Harden.

Habend' pur 13 anns.

Rend' 10 l. 10 s. Rent al Pentecoſt & St. Martins, &c. Covenant per le Def. pur Repaires.

plenum finem & terminū treſdecim annoꝝ abinde tunc pr' ſequen̄ & plenar' complend̄ & finiend̄ Reddend̄ & ſolvend̄ p̄inde annuatim duran̄ dc̄o termino dc̄o Will'o Brooke Executor̄ Adminiſtrator̄ ſive aſſign̄ ſuis clarū annual' reddit' decem librarum & decem ſolid̄ legalis monet' Anglie ſuper & ultra impoſitum Anglice layes aſſeſſamenta taxacon̄ & impoſicon̄ Anglice Impoſitions quecunq; ad feſta Pentecoſt & Sc̄i Martini Epī in Hyeme per equales portiones Et idem Willus Jowett ꝓ ſe Executoribꝰ Adminiſtratoribꝰ & Aſſign̄ ſuis convenit ꝓmiſit & conceſſit ad & cum dicto Will'o Brooke Executoribus Adminiſtratoribus & Aſſign̄ ſuis per indentur' ill' modo & forma ſequen̄ videl't quod ipē dictus Will'us Jowett Executor' Adminiſtrator' & Aſſign̄ ſui ſufficient' repararent & ſupportarent tenentabil' p̄miſſa meſſuag' horreū molendinū ac edificia & rotas cataractes & al' ptin̄ dc̄i molendini & ſepes & fenſuras dictoꝝ Clauſoꝝ terre duran̄ dc̄o termino & ad finem inde ſic reparat' quiete ſurſum redderet eadem acetiam expenderet & locaret Anglice beſtow ſuper dict' clauſa terre omnia fenū ſtramen manur' ſtercum & cineres que ꝓduct' forent vel habit' Anglice bred or gotten ſuper premiſſa duran̄ dc̄o termino & ad finem ejuſdem relinqueret omnia tal' manur' ſtercum & cineres qual' mō extrapoit' forent Anglice unſet forth ſuper ill' terras & fund̄ ꝓ uſu dicti Will̄ Brooke Executor' Adminiſtrator' & Aſſign̄ ſuoꝝ ſine requiſic̄one alicujus recompenc' ꝓ eiſdem ꝓut ꝑ Indentur' ill' inter alia plenius liquet & apparet Virtute cujus quidem dimiſſionis idem Willus Jowett poſtea juxta dimiſſionem illam in dimiſſa p̄miſſa cum ꝑtin̄ intravit & fuit inde poſſeſſionat' ac licet idem Willus Brooke omnia & ſingula in Indentur' illa content' ex parte ſua ꝑformand̄ ꝑimplend̄ bene & fidelit' ꝑformavit & ꝑimplevit ꝑteſtando autem qd̄ p̄d Willus Jowett non ꝑformavit ſeu ꝑimplevit aliquod in Indentura p̄dca content' ex parte ſua ꝑformand̄ & perimplend̄ in facto idem Will'us Brooke dicit qd̄ triginta unū libre & decem ſolid̄ de reddit' p̄d ꝓ tribus annis finit' ad Feſtum Sc̄i Martini Epī in Hyeme anno regni Regis & Regine nunc quarto ad idem Feſtum eidem Will'o Brooke aretro fuer' & adhuc exiſtunt inſolut' quodq; ad Feſtum Annunciac̄onis btē Marie Virginis anno regni Regis & Regine nunc quinto & ꝑ unū annū tunc ult' ꝑterit' meſſuagiū horreū ſtabulū & duo al' edificia parcel' dimiſſor' p̄miſſor' diſcoopta fuer' ꝓ defectu cooptur' qd̄ tigni Anglice the Rafters & trabes & maheremiū inde putrid̄ ruinoſ & in magno decaſu devenet' & maheremiū & ſubſtructiones Anglice under Pinnings inde fract' fuer' & in magno decaſu ꝓ defectu reparac̄onis & emendac̄onis ac ꝑ totum idem tempus ita remanſet Et aſſeres Anglice the Boards omniū cameraꝝ

Breach que 31 l. 10s. del dit rent pur trois anns due al Feaſt de St. Martin 4 W. & M. fuer' en arreare, &c.

Et que al Feaſt de Annuntiat', &c. anno 5 W. 2 M. & per un an tunc darr' paſſe le meſſ. fuer' en decay.

meſſuagij molendini & edificioꝝ p̄dcoꝝ dirupt̄ & putrid̄ fuer̄ & in magno decaſu ꝑ tempus illud remanſer̄ Et feneſtre inde ꝑ idem tempus ruina minabantur ꝓ defectu vitrac̄onis & pali videl't ducent̄ inde & ſepes videl't quadraginta perticat̄ ſepiu̅ & foſſat̄ videl't centu̅ perticat̄ foſſat̄ & rali videl't centu̅ rali janue videl't decem inde & climaces videl't quinq; inde vocat̄ Styles parcell' dimiſſoꝝ p̄miſſoꝝ in maximo decaſu ꝓ defectu repac̄onis & emendac̄onis ꝑ tot idem tempus remanſer̄ ac muri meſſuagij ſtabuli horrei & duoꝝ edificioꝝ p̄d & p̄d molendini & rote & lapides molar̄ molendini illius ꝑ idem tempus reparac̄onibꝰ indigebant ſicq; idem Willus Jowett licet ſepius requiſit̄ convenc̄on ſuam p̄d cum eodem Willo Brooke non tenuit ſed infregit ac ill' ei tenere omnino recuſavit & adhuc recuſat ad dampnu̅ ipſius Willi Brooke quadragint̄ libraꝝ & inde ꝓduc̄ ſectam &c.

Et p̄d Willus Jowett ꝑ Joſephu̅ Butler Attorn̄ ſuu̅ ven' & defend̄ vim & injur̄ quando &c. Et quoad fraccon' convenc̄onis p̄dc̄ in non ſolvendo redditum p̄d ſuperius aretro fore ſuppōit idem Willus Jowett dicit qd̄ p̄d Willus Brooke acc̄onem ſuam p̄dcam inde ꝟſus eum habere non debet quia ꝓteſtando qd̄ triginta & unu̅ libre & decem ſolid̄ de reddit̄ p̄d ꝓ tribꝰ annis finit̄ ad Feſtu̅ Sc̄i Martini Ep̄i in hyeme anno regni dictoꝝ Dn̄i Regis & Dn̄e Regine nunc quarto ſupradicto eidem Willo Brooke ad idem Feſtu̅ non aretro fuer̄ & inſolut̄ ꝓ ꝑlito dicit qd̄ poſt p̄dcm Feſtum Sc̄i Martini Ep̄i in Hyeme anno regni dictoꝝ Dn̄i Regis & Dn̄e Regine nunc quarto ſupdicto & ante diem impetrac̄onis br̄is Originalis p̄d Willi Brooke ſcilt viceſimo primo die Decembris eodem anno apud Caſtru̅ Exon p̄d idem Willus Jowett ſolvit p̄fat̄ Willo Brooke quinq; libras & quinq; ſolid̄ in plenam ſatisfactionem omnis reddit̄ eidem Willo Brooke ꝑ ipm̄ Willm Jowett tunc debit̄ ac Fracc̄on convenc̄onis p̄dc̄ in ea parte quas quidem quinq; libras & quinq; ſolid̄ p̄d Willus Brooke adtunc & ibm̄ recepit & acceptavit in plenam ſatisfactionem omnis reddit̄ eidem Willo Brooke ꝑ ipm̄ Willum Jowett tunc debit̄ ac fracc̄on convenc̄onis p̄d in ea parte Et hoc parat̄ eſt ꝟificare unde pet̄ Judiciu̅ ſi p̄d Willus Brooke acc̄onem ſuam p̄dcam inde ꝟſus eum habere debeat &c. Et quoad fracc̄on convenc̄onis p̄d in non reparando & ſupportando p̄d meſſuag' horreum ſtabulum molendinu̅ duo alia edificia palos ſepes foſſate ralos januas climaces & al' p̄miſſa p̄dca ſuperius in decaſu & irreparat̄ eſſe ſupponit̄ idem Willus Jowett dic̄ quod p̄d Willus Brooke acc̄onem ſuam p̄dcam inde ꝟſus eum habere non debet quia dic̄ qd̄ toties quoties eadem vel aliqua pars inde devener' in decaſu ſeu

Barre.
Quant al Rent il priſt per proſtat' que 31 l. & 10 s. ne fueront arreare.

Pur Plea il diſt que devant le Original il ad pay al Pl. 5 l. 5 s. en pleine Satiſfaction, &c.

Et quant al Repaires Il diſt que de temps quand les premiſſes &c. fueront decay il ad repaire eux en convenient temps.

ſeu reparac̄onibus aliquibus indigebant ip̄e idem Willus Jowett poſtea in tempoꝛe convenien̄ & rõnabili de tempoꝛe in tempus õia eadem bene & ſufficient̄ emendavit & reparavit in õibus ſecundm̄ foꝛmam & effecm̄ convenc̄on̄ pꝛed̄ in ea parte abſq; hoc qd̄ p̃d meſſuag' hoꝛreum ſtabulū molendinū duo alia edificia palos ſepes foſſat̄ rali januas climaces & al' p̃miſſa in narrac̄one p̃dc̄a ſuperius inde ſpecificat̄ vel aliqua pars eoꝛundem fuer' vel fuit irreparat̄ vel in decaſu ꝓ defectu reparac̄onis modo & foꝛma ꝓut p̃d Willus Bꝛooke inde ſuperius allegavit Et hoc parat' eſt v̄ificare unde petit Judicm̄ ſi p̃d Willus Bꝛooke acc̄onem ſuam p̃dcam̄ inde v̄ſus eum habere debeat &c.

Abſque hoc que le dit Meſſ. &c. fueront irreparat' vel in decaſu ꝓ defectu reparation' modo & forma.

Et p̃d Willus Bꝛooke quoad p̃d pl̄itum p̃d Willi Jowett quoad fracc̄on̄ convenc̄onis p̃d in non ſolvend̄ reddit̄ p̃d ſuperius pl̄itat̄ dicit qd̄ ip̄e ꝑ aliqua in eodem pl̄ito p̃allegat̄ ab acc̄one ſua p̃d inde v̄ſus eundem Willum Jowett habend̄ p̃cludi non debet quia dicit qd̄ p̃d Willus Jowett non ſolvit p̃fat̄ Willo Bꝛooke p̃d quinq; libr' & quinq; ſolid̄ modo & foꝛma ꝓut idem Willus Jowett ſuperius pl̄itando allegavit Et hoc petit quod inquiratur ꝑ patriam Et p̃d Willus Jowett ſilit' &c.

Replic. quant al rent non ſolvit les dits 5 l. 5 s. & iſſue ſur ceo.

Et quoad p̃d pl̄itum p̃d Willi Jowett quoad fracc̄on̄ convenc̄onis p̃d in non reparando & ſuppoꝛtando p̃d meſſuagiū hoꝛreū ſtabulum molendinū duo al' edificia palos ſepes foſſat̄ ralos januas climaces & al' p̃miſſa p̃d in narrac̄one p̃d ſuꝑius menc̄onat' ſuperius pl̄itat̄ dicit qd̄ ipſe ꝑ aliqua in eodem pl̄ito p̃allegat̄ ab acc̄one ſua pꝛed' inde v̄ſus eundem Willm̄ Jowett habend̄ p̃cludi non debet quia ut pꝛius dicit qd̄ p̃d meſſuagium hoꝛreum ſtabulum molendinū duo al' edificia pal' ſepes foſſat̄ rali janua climaces & p̃miſſa p̃d in narrac̄one p̃d ſuperius ſpecificat̄ fuer' irreparat̄ & in decaſu ꝓ defectu reparac̄on̄ modo & foꝛma ꝓut p̃d Willus Bꝛooke ſuperius in ea parte narravit Et hoc petit qd̄ inquirat̄ ꝑ pꝛiam̄ Et p̃d Will' Jowett ſimil' Jõ pꝛecept̄ eſt Vic' quod ven̄ fac' hic in Octabis Purificac̄onis bte̅ Marie duodecim &c. ꝑ quos &c. ad recogn̄ &c. Quia tam &c.

Et quant al repaires le Pl. maintain ſon count & iſſue ſur ceo.

Lamplugh v. Shiers.

Winford.

Mich. 10 Will. 3 Regis.

Midd' ſſ. Elizabetha Shiers nup̱ de Slyfield in Com̄ Surr' Vid̄ Aſſign̄ cujuſdam Johis Griffin ſum̄ fuit ad reſpondend̄ Thome Lamplugh Cl'ico Aſſign̄ Philippi Meadows Mil' Johis Ewer Jacob Harvey & Ric̄ Aſhby qui fuer' Aſſign̄ cujuſdam Thome Aſhby de pl'ito qđ teneat ei convenc̄on̄ inter p̄d Thomam Aſhby & p̄fat' Johem Griffin fact' ſecdm̄ vim formam & effectum quarundam Indenturarum inde inter eos confect̄. Et unde idem Thomas Lamplugh p̱ Johem Rolfe Attorn̄ ſuum dicit qđ p̄d Thomas Aſhby undecimo die Maij an̄o regni Dn̄i Gulielmi tertij nunc Regis & Dn̄e Marie nuper Regine Angl' &c. tertio ſeiſit' fuit de & in un̄ pecia terre in paroch Sc̄e Margarete Weſtm̄ in Com̄ Midd̄ in dn̄ico ſuo ut de feodo. Et ſic inde ſeiſit' exiſten̄ idem Thomas Aſhby poſtea ſcil't eodem undecimo die Maij an̄o tertio ſupradicto apud paroch p̄d in Com̄ p̄d p̱ quandam Indentur̄ inter ipm̄ Thomam p̱ nomen Thome Aſhby Civis & Haberdaſher Londini ex una parte & prefat' Johem Griffin p̱ nomen Johis Griffin de paroch Sc̄e Margarete Weſtm̄ in Com̄ Midd̄ Fabri Lignarij ex altera parte fact' (cujuſquidem Indentur̄ alteram partem ſigillo ipſius Johis ſigillat' idem Thomas Lamplugh hic in Cur' p̱fert geren̄ dat' eiſdem die & an̄o) in conſ̄ qđ ipe p̄d Johes Griffin edificaſſet & edificare ſuſcepiſſet & agreaſſet ſup̱ terram poſtea p̱ eandem Indentur' dimiſſ' quindecim bona & ſubſtantial' meſſuagia infra tale tempus & in tali modo qual' in eadem Indentur̄ poſtea menc̄ionat' fuit acetiam p̱ & in conſ̄ annual' reddit' & convenc̄on̄ in eadem Indentur̄ poſtea reſervat' & content' ex parte & vice p̄d Johis Griffin Executoꝝ Adminiſtratoꝝ & Aſſign̄ ſuoꝝ ſolvend̄ faciend̄ & p̱formand̄ & p̱ diverſis al' bonis cauſis & conſ̄ ipm̄ p̄d Thomam Aſhby adinde moven̄ dimiſit & ad firmam tradidit eidem Johi Griffin Executor' Adminiſtrator' & Aſſign̄ ſuis p̄d peciam terre cum pertin̄ per nomen omnis ill' pecie ſive parcell' terre diviſ̄ in quindecim toſta ſup̱ duodecim quoꝝ tunc incept' fuer' & intens̄ peragenda erigend̄ & plenar' finiend̄ duodecim ſeperal' meſſuagia ſive ten̄ta cum atrijs retro eadem ſcituat' jacen̄ & exiſten̄ in vel p̱pe quendam locum vel ambulacrum quondam vocat' Garriſons-Alley in vel p̱pe Longditch in paroch Sc̄e Margarete Weſtm̄ p̄d & tunc nuper vocat' & impoſterum deſignat'

Count.

12 Maij 3 W. & M. T. Aſhby ſeize d'un piece de terre.

Il donc per Indent' recitant que le dit Griffin ad erect' & ad agree d'erect ſur le dit piece, &c. 15 Meaſes.

Per le dit Indent' demiſe tout al Griffin.

ſignat' vocari & cognit' eſſe ꝑ nomen St. John Street ſuper quam vel ſuper partem cujus & al' adjungen̄ terre ipſius p̄d Thome Aſhby p̄antea ſtetiſſent viginti & un̄ meſſuagia vel teñta cum ꝑtin̄ que p̄antea fuer' hereditas Willi̅ Ireland Gen̄ Patris Rici Ireland & Thome Ireland de quo Capitan̄ Henr' Cooke nuꝑ de Civitat' Weſtm̄ At' eadem requiſivit Et fuer' de talib⁹ dimencõnib⁹ & tunc depoſit' Anglice laid down & deſcript' fuer' & intenſa edificari ſupra & diviſa ꝓut ꝑ ſchema & examplar' Anglice a Platform eorundem indentat' eidem indentur' annexat' apparet Et p̄d terra tofta domus & p̄miſſa abuttant' ab oriente ſuper Longditch p̄d ab occident' ſuꝑ al' decem tofta & terram p̄dict' Thome Aſhby ab aquilone ſuper St. John Street p̄d & ab auſtro ſuper terram vel tofta cõit' vocat' & cognit' ꝑ nomen de le Fleet-ground & terram tunc vel nuper Mri̅ Sturt Et fuer' pars ſive parcell' cujuſdam pecie terre & ſepal' toftor̄ nuꝑ ꝑquiſit' ꝑ ipm̄ p̄d Thomam Aſhby de Amye Wilkes Vid̄ una filiar̄ p̄d Henr' Cooke qui deviſabat eadem eidem Amye ꝑ ult' voluntat' ſuã & fuer' per ſeperal' conveiant' geren̄ dat' ad vel circa viceſimum quartum viceſimum quintum viceſimum ſextum dies Novembr' ult' p̄terit' ante datum Indentur' p̄d & per cõiem recuperacõn̄ debite ꝑmiſs' in termino Sci̅ Michis ſcilt tunc ult' preterit' ꝑ eam conveiat' eidem Thome Aſhby & heredib⁹ ſuis ac omnes & ſingulas vias aquas aque curſus lumiñ eaſiament' comoditat' & pertiñ quecunq; eiſdem dimiſs' p̄miſs' de jure ſpectañ ſeu in aliquo modo ꝑtiñ Habend̄ & tenend̄ p̄d p̄miſſa ꝑ Indentur' p̄d' dimiſs' ſive mencõnat' dimittend̄ & quamlibet partem & parcell' inde cum ſuis & quibuſlibet eor̄ ꝑtiñ eidem Johi Griffin Executor' Adminiſtrator' & Aſſigñ ſuis a Feſto die natalis Dni̅ nri̅ Dei ult' p̄terit' ante datum Indenture p̄d ꝓx & duran̄ & uſq; plenu̅ finem & terminu̅ ſexagint' & uñ annor̄ extunc ꝓx' ſequeñ & plenar' complend̄ & finiend̄ Reddend̄ & ſolvend̄ eidem Thome Aſhby Heredib⁹ vel Aſſigñ ſuis ꝓinde ꝓ primo año p̄d termiñ ꝑ Indentur' p̄d conceſs' reddit' unius grani piperis Anglice a Pepper-Corn tantum ad Feſtum diem natalis Dni̅ nri̅ Dei ꝓx' ſequeñ dat' Indenture p̄d ſi idem legittime demandaretur & Reddend̄ & ſolvend̄ ꝓ tunc remanere ſexagint' añor̄ termini p̄d per Indentur' p̄d dimiſs' eidem Thome Aſhby hered' & aſſigñ ſuis annual' reddit' ſive ſummam centu̅ librar̄ bone & legalis monete Anglie ad quatuor maxime uſual' Feſta ſive dies ſolucõn in anno videlt Feſta Annunciacõn' bt̄e Marie Virginis Natal' Sci̅ Johis Baptiſte Sci̅ Michis Archi & Natalis Dni̅ Dei nri̅ per equas & equal' porcõn' prima ſolucõn' inde incipiend' & fiend' ad vel ſuper Feſtum diem Annunciacõn' bt̄e Marie Virginis ꝓx' ſequen' dat' Indenture p̄d' & qui foret in anno Dni̅ Dei nri̅

millimo

Habend' pur 61 anns.

Rend' al Aſhby & ſes Heires 100 l per an. al 4 uſual Feaſts.

Premier Payment d'eſtre 25 Martij 1692.

millimo ſexcenteſimo nonageſimo ſecundo Et p̃d Johes Griffin ꝑ ſeipſo Executor' Adminiſtrator' & Aſſign' ſuis & eoꝝ quolibet convenit ꝓmiſit conceſſit & agreavit ad & cum eodem Thoma Aſhby heredibꝰ & aſſign' ſuis ꝑ indenturam p̃d modo & forma ſequen' videl't quod ip̃e p̃d Johes Griffin executor' adminiſtrator' & aſſign' ſui ad vel ante dictum feſtum diem Annunciac̃on' bt̃e Marie Virginis ꝓx' ſequen' dat' indenture p̃d ad ſuũ & ſua ꝓpr' cuſtagia & onera in opificial' & ſubſtantial' modo erigerent edificarent & plenar' finirent vel erigi edificari & plenar' finiri cauſarent ſuꝑ terram ſive quindecim toſta ꝑinde dimiſſa quindecim nova bona & ſubſtantial' meſſuagia ſive teñta eadem edificand̃ tres gradus alta p̃ter ſolaria & tenacula Anglice Garrets Acetiam quod ip̃e idem Johes Griffin executor' adminſtrator' vel aſſign' ſui annuatim & quolibet anno duran' ult' ſexagint' annis dc̃i termini ꝑinde conceſs' bene & fidelit' ſolverent ſeu ſolvi cauſarent p̃d Thome Aſhby heredibus & aſſign' ſuis dc̃m annual' reddit' centum libraꝝ legalis monete Anglie ſuper feſta vel quarterial' dies ſupra limitat' & appunctuat' ꝓ ſoluc̃on' inde ꝑ equas & equal' porc̃on ſecdm' reſervac̃on' pred̃ Et quod ip̃e p̃d Johes Griffin executor' adminiſtrator' & aſſign' ſui de tempore in tempus & ad omnia tempora abinde duran' dicto termino ab & poſt finic̃on' meſſuagioꝝ & edificioꝝ p̃d ad ſuũ & ſua ꝓpr' cuſtag' & onera bene & ſufficient' ſupportarent ſuſtentarent ſuſtinerent manutenerent repararent vitro inſtruerent pavirent vacuarent purgarent mundarent emendarent & conſervarent dc̃a quindecim meſſuagia ſive teñta & p̃miſſa tunc incept' & intenſ̃ edificand̃ & finiend̃ ut p̃fertur ſuper p̃d toſta pecias & parcellas terre ꝑ eandem indentur' dimiſs' cum ꝑtin' in ꝑ & cum omnibꝰ & omnimod̃ neceſſar' reparac̃onibus vitro pavimentac̃onibꝰ mundac̃onibꝰ & emendac̃onibꝰ quibꝫcunqꝫ quando ubi & toties quoties neceſſe ſive occaſio foret ſeu requireret ꝓut per eandem indentur' inter al' plenius liquet & apparet Virtute cujus dimiſſion̄ p̃d Johes Griffin in teñta p̃d cum ꝑtin' intravit & fuit inde poſſeſſionat' & in & ſuper dimiſs' p̃miſs' p̃d' poſtea ſcilt duodecimo die Maij anno tertio ſup̃dicto erexit edificavit & plenar' finivit quindecim meſſuag' ſecdm' convenc̃on' ſuam p̃d Predc̃oqꝫ Johe Griffin de dimiſs' p̃miſs' p̃d cum ꝑtin' ſic ut p̃fertur poſſeſſionat' & p̃d Thomas Aſhby de revc̃on' tenementoꝝ p̃d cum pertin' in dn̄ico ſuo ut de feodo ſeiſit' exiſten' idem Thomas Aſhby poſtea ſcilt viceſimo octavo die Septembris anno regni Dn̄i Regis nunc & Dn̄e Marie nuꝑ Regine Anglie &c. tertio apud paroch & Com' p̃d per quandam indentur' inter ip̃m Thomam ex una parte & quoſdam Phum Meadows Mil' Johem Ewer Jacob Harvey & Ric̃um Aſhby per

Covenants.

1. Que Griffin edefiera 15 Meſſuages &c. al vel devant 25 Marcij donc enſuant.

2. A payer le Rent.

3. Pur Repaires.

Les Edifices erectꝰ 12 Maij.

Aſhby grant ſon Reverſion al Sir Phil. Meadowes & al' per Leaſe & Releaſe. Le Leaſe, Nota.

nõia Phi Meadows de paroch Scē Anne in Com Midd̄ Mil' Johis Ewer Civis & Pellionis Londini Jacob Harvey de Bermonſey-ſtreet in paroch Scē Marie Magdalene Bermondſey in Com Surr' Pelionis & Rici Aſhby de London' Gen' ex altera parte (cujus quidem indentur' un' partem ſigillo ipſius Thome Aſhby ſigillat' idem Thomas Lamplugh hic in Cur' ꝓfert geren' dat' eiſdem die & anno) in conſ̄ ſum̄e quinq; ſolidoꝝ legalis monete Anglie eidem Thome ꝑ p̄d Phum Meadows Johem Ewer Jacob Harvey & Ricu Aſhby in manib9 ſolut' ad vel ante ſigillacon' & deliberacon' indentur' illius barganizavit & vendidit eiſdem Pho Meadows Johi Ewer Jacob Harvey & Rico Aſhby & heredib9 ſuis reṽcon' p̄dimiſſoꝝ tenementoꝝ p̄d cum ꝑtiñ habend̄ & tenend̄ p̄d reṽcon' tenementoꝝ ill' cum pertin' eiſdem Pho Meadows Johi Ewer Jacob Harvey Rico Aſhby executor' Adminiſtrator' & aſſign' ſuis a die ꝓx' ante datum indentur' illius ꝓ & duran' termino unius anni integri extunc ꝓx' ſequen' & plenar' complend' & finiend̄ Virtute cujus barganie & vendiconis ac vigore ſtatut' de uſib9 in poſſeſſionem transferend̄ edit' & ꝓviſ̄ ijdem Phus Johes Ewer Jacob & Ricus̄ de revercon' dimiſſoꝝ p̄miſſoꝝ p̄d cum pertin' ꝓ termino unius anni p̄red' fuer' poſſeſſionat' Ipſiſq; ſic inde poſſeſſionat' exiſten' idem Thomas Aſhby poſtea ſcil't viceſimo nono die ejuſdem menſis Septembris anno tertio ſupradicto apud paroch & Com p̄d' per al' indentur' tripartit' inter eundem Thomam Aſhby ex prima parte Katherinam Slaughter Vid' ex ſecunda parte & p̄dcos̄ Phum Meadows Johem Ewer Jacob Harvey & Ricum Aſhby ex tertia parte fact' (cujus Indentur' tripartit' unam partem ſigillo ejuſdem Thome Aſhby ſigillat' idem Thomas Lamplugh hic in Cur' ꝓfert' geren' dat' eiſdem die & anno) remiſit relaxavit & confirmavit eiſdem Pho Meadows Johi Ewer Jacob Harvey & Rico Aſhby & heredib9 ſuis revercõnem tenementoꝝ p̄dict' cum pertin' Virtute quaꝝ quidem indenturaꝝ barganizacon' vendicon & relaxacon ac vigore p̄d Statuti de uſibus in poſſeſſion transferend̄ ijdem Phus Joh Ewer Jacob & Ric' fuer' ſeiſit' de reṽcon̄ dimiſſ' p̄miſſ' p̄d cum ꝑtiñ in dñico ſuo ut de feodo Et ſic inde ſeiſit' exiſten p̄dcq; Joh Griffin de teñtis p̄d cum ꝑtin ſic ut p̄fertur poſſeſſionat' exiſten ijdem Phus Johes Jacob & Ricus̄ poſtea ſcilt decimo nono die Maij año regni Dni Regis nunc & Dne Marie nuꝑ Regine Anglie &c. quarto apud paroch & Com p̄d ꝑ quandam Indentur' inter p̄d Thomam Aſhby & Katherinam Ux' ejus p̄d Phum Johem Ewer Jacob & Ricum ex una parte & p̄d Thomam Lamplugh ex altera parte fact' (cujus un partem ſigill' p̄d Thome Aſhby & Katherine Ux' ejus Phi Meadows Johis Ewer Jacob & Rici ſigillat' p̄d Thomas Lamplugh hic in Cur' ꝓfert geren dat' eiſdem die & año ult'

Le Releaſe.

Sir P. M. & al' per Leaſe & Releaſe grant le Reverſion al Pl.

Le Leaſe.

ſupꝛadict) in conſ̃ ſumme quinq; ſolidoꝝ legalis monete Anglie eiſdem Pho Joh Jacob & Ric̃ ꝑ p̃d Thomam Lamplugh in manib⁹ ſolut̃ ad & ante ſigillacon̄ & delibacon̄ Indentur̃ illius barganizaver̃ & vendider̃ eidem Thome Lamplugh revc̃on' teñtorum p̃d cum ꝑtin' Habend̃ & tenend̃ p̃d revc̃on' teñtoꝝ p̃d cum pertin' eidem Thome Lamplugh executor̃ adminiſtrator̃ & aſſign ſuis a die ꝓx' ante diem datus indentur̃ illius ꝓ & duran' termino unius añi integri extunc ꝓx' ſequen' & plenar̃ complend̃ & finiend̃ Virtute cujus barganie & vendic̃on' ac vigoꝛe ſtatuti de uſibus in poſſeſſion' transferend̃ edit̃ & ꝓviſ̃ idem Thomas Lamplugh de revc̃on' dimiſſoꝝ p̃miſſoꝝ p̃d cum ꝑtin' ꝓ termino unius añi p̃d fuit poſſeſſionat̃ Et ſic inde poſſeſſionat̃ exiſten' iidem Phus Meadows Johes Ewer Jacob Harvey & Ric̃us Aſhby poſtea ſcil't viceſimo die ejuſdem menſis Maij año quarto ſupꝛadicto apud paroch & Com̄ p̃d ꝑ quandam indentur̃ tripartit̃ inter p̃d Thomam Aſhby & Katherinam Uxor̃ ejus ex pꝛima parte p̃d Phum Johem Ewer Jacob Harvey & Ric̃um Aſhby ex ſecunda parte & p̃d Thomam Lamplugh ex tertia parte fact̃ (cujus quidm̄ indentur̃ tripartit̃ ſecdm̄ partem ſigillis p̃d Ph̄ Johis Ewer Jacob & Ric̄ ſigillat̃ idem Thomas Lamplugh hic in Cur̃ ꝓfert geren' dat̃ eiſdem die & año ult̃ ſup̃dict) remiſer̃ relaxaver̃ & confirmaver̃ eidem Thome Lamplugh & heredib⁹ & aſſign̄ ſuis reverc̃onem teñtoꝝ p̃d cum ꝑtin' Virtute quarum quidem indenturaꝝ barganizac̃on' vendic̃on' & relaxacon' ac vigoꝛe Statuti pꝛed̃ idem Thomas Lamplugh devenit ſeiſit̃ de revc̃on' teñtoꝝ p̃d cum ꝑtin' & adhuc eſt inde ſeiſ̃ in dñico ſuo ut de feodo Et idem Thomas Lamplugh ulterius in facto dic̃ quod ſtatus terminus & intereſſe p̃d Johis Gꝛiffin de & in teñtis p̃d cum ꝑtiñ eidem Johi Gꝛiffin ſic ut p̃fertur dimiſſ' poſtea ſcil't viceſimo pꝛimo die Maij año quarto ſupꝛadicto apud paroch p̃d in Com̄ pꝛed̃ ad pꝛed̃ Elizam̄ Shiers ꝑ aſſign' debo modo devenit Virtute cujus p̃d Eliza Shiers fuit & adhuc eſt de teñtis pꝛed̃ cum ꝑtin' poſſeſſ' Et pꝛed̃ Tho. Lamplugh ulterius in facto dicit quod licet ipē idem Tho- Lamplugh a pꝛed̃ viceſimo die Maij año quarto ſupꝛadicto huc uſq; bene & fidelit̃ obſervavit perfoꝛmavit & perimplevit omnia & ſingula convenc̃on' conceſſion' & agreamenta content̃ in pꝛed̃ indentura dimiſſion' p̃d' Johī Gꝛiffin ſic (ut p̃fertur) conceſſ' ex parte pꝛefat̃ Thome Aſhby hered' & aſſign' ſuoꝝ obſervand' perfoꝛmand' & perimplend' ſecdm̄ foꝛmam & effecm̄ pꝛed' pꝛimo recitat̃ indentur̃ dimiſſion' tamen poſtquam pꝛed' Eliz' Shiers ſic (ut p̃fertur) devenit poſſeſſ' de teñtis p̃d' ſcil't ad Feſtum Scī Michis Archī año regni dcī Dnī Regis nunc nono quingent̃ & quinquagint̃ libr̃ de reddit̃ pꝛed' ꝓ quinq; añis & dimid' unius

Le Releaſe 20 Maij 4 W. & M.

21 Maij 4 W. & M. le terme pur anns fait al Griffin devient per aſſignment al Def.

1 Breach: 550 arr' pur 5 anns & demy.

añi

Breach.
…e apres
…erect' de
15 Meſ-
…ages un de
…x fuit de-
…roy per
…we &
…int con-
…ue.

añi finit ad id' feſtum eidem Thome Lamplugh ad feſtum ill' aretro & per pꝛed' Eliz' Shiers inſolut fuet & adhuc aretro ſunt & mid ſolut Et idem Thomas Lamplugh ulterius in facto dic quod poſt pꝛed' edificac̃on' & finic̃on' pꝛed' quindecim meſſuag' ſcitt quinto die Marcij año regni dc̃i Dñi Regis nunc & dc̃e Marie nuper Regine quinto apud paroch & Com' pꝛedict unum meſſuagiũ eoꝝ meſſuagioꝝ fuit igne combuſtũ & ad terram pꝛoſtrat & abinde hucuſq; irreparat & inextruct remanſit & adhuc remanet Et ſic idem Thomas dicit quod ip̃a eadem Elizabetha licet ſepius requiſit convenc̃on' pꝛed' Johis Gꝛiffin de eo quod ip̃e idem Johes executor' adminiſtrator' vel aſſign' ſui añuatim & quolibet anno duran' ult ſexagint annis termini pꝛed' bene & fidelit ſolverent ſeu ſolvi cauſarent p̃d' Thome Aſhby heredibus & aſſign' ſuis dictum annual' reddit centum libꝛarum ſuper feſta vel quarterial' dies ſupꝛa limitat & appunctuat p ſoluc̃on' inde per equas & equal' poꝛc̃ones ſecdm reſervac̃on' pꝛed' Ac de eo quod pꝛed' Johes Gꝛiffin executor' adminiſtrator' & aſſign' ſui de tempoꝛe in tempus & ad omnia tempoꝛa abinde duran' dicto termino ab & poſt finic̃on' meſſuagioꝝ & edificioꝝ p̃d' ad ſuũ & ſua ppr' cuſtag' & onera bene & ſufficient ſuppoꝛtarent ſuſtinerent manutenerent repararent vitro inſtruerent pavirent vacuarent purgarent mundarent emendarent & conſervarent dc̃a quindecim meſſuagia ſive tenementa & pꝛemiſſa tunc incept & invent edificand' & finiend' ut pꝛefertur ſuper pꝛed' toſta pecias & parcellas terre per eandem indentur' dimiſſ' cum pertin' in per & cum omnibꝰ & omnimod' neceſſar' reparac̃onibꝰ pavimentac̃onibꝰ mundac̃onibꝫ & emendac̃onibꝫ quibꝫcunque quando ubi & toties quoties neceſſe ſive occaſio foꝛet ſeu requireret non tenuit ſed infregit ac ill' eidem Thome Lamplugh tenere hucuſq; contradixit & adhuc contradic' unde dic' quod deterioꝛat eſt & dampnum habet ad valenc' mille libꝛaꝝ & inde pduc' ſectam &c. Demurrer General, & Joinder en Demurrer.

CEux Exceptions fueront pris al Declarat' en ceo Caſe.

1. Que le pleder que Sir *Philip Meadows* & les auters, *remiſer' relaxaver' & confirmaver'* al Pl. *revertion' tenementorum pred.* fuit double, & pur ceo, *Palmer* 62. fuit cite.

Reſp. Mes al ceo fuit reſpond, que fuit aſſets ſingle, eſpecialment come ceſt Caſe eſt; car coment que il ad mis eins touts le parcels del fait, uncore il appiert pleinement, que le Plaintiff rely ſolement ſur le releaſe; car eſt dit *quod virtute barganie & vendition' & relaxation' predict' ipſe fuit ſeiſitus, &c.* Et iſſint le

matter de confirmat' eſt tout ouſterment waive, *vid. Br. Tit. Double Plea* pluſors Caſes. *Et ideo non allocat' Exceptio.*

2. *Except.* Que ne fuit alledge que Sir *Philip Meadowes, &c.* fueront ſeiſe del revertion al temps del releaſe.

Reſp. Que ſerra intend de continuer eſteant un eſtate en Fee, & pur ceo *Plow.* 431. fuit cite. Et eſt adjudge en *Cockman* & *Farrers* Caſe, 2 *Jones* 181 & 182. en breve de Error que Eſtate Tail ſerra intend a continuer, Vid. & nota; & iſſint fuit adjudge inter *Birdall* & *Carew*, & auters, *Intrat' Paſch.* 1 *Annæ Reginæ C B.* en quel Caſe fuit un Avowry pur un Rent reſerve ſur un Eſtate Taile, & ne fuit alledge que l'Eſtate Taile continue.

3. *Except.* Que le pleder in ceſt Caſe doit eſtre *quod relaxaver' totum Jus, &c. & non quod relaxaver' revertion' præd.*

Reſp. Mes al ceo fuit reſpond, que tout l'eſtate que ils en Reverſion avoient fuit forſq; un Reverſion en fee, & pur ceo eſt tout un en effect a releaſer le Reverſion, & a Releaſer tout lour droit. En *Dier* 159. a. eſt dit, que a dire *quod talis dimiſit reverſion' terre & terram cum reverteret* eſt tout un. Et pur ceo ceſt Exception fuit diſallow *per Cur'.*

4. *Except.* Que le Action eſt port per le Plaintiff, come Aſſignee *Philippi Meadowes, Mil. &c.* Aſſignee del *Thomas Aſhby* le Leſſor. Mes en le Convaiance del Reverſion per *Aſhby* al Sir *Philip Meadowes*, ſur bargaine & ſale que fuit per Leaſe & Releaſe eſt dit en le Declaration que le bargaine & ſale fuit fait *inter quoſdam Philippum Meadows, per nomen Philippi Meadowes de, &c. Mil. &c.* Queux ſont intend d'eſtre auters perſons que ceux queux fueront noſme devant. Mes fuit reſpond per le Court, que come ceſt Caſe ils ne voileront intend un Plurality. Un auter reaſon fuit done per le Chieſe Juſtice, *ſed non bene audivi.* Mes certaine eſt que Judgment fuit done pur le Plaintiff, per le Opinion de tout le Court. *Darnel* Serjeant le Roy, & *Lutwyche* pro Pl. *Wright* Serjeant le Roy, & *Levinz.* pro Def.

Snow v. *Franklin.*

Tempeſt. Trin. 12 W. 3. Regis. Rot. 305.

Covenant ſur Indent' enter le Pl. & Def.

Date de fait 25 March 1695.

Per que le Def. coven' que en conſiderat' que le Pl. voile permit S. P. d'aver & enjoier un farm pur un anne & demy al Rent de 72 l. *per ann.* Que le Def. voile paier al Pl. 200 l. que fuit due al Pl. de dit P. & auxi le dit Rent de 72 l. Et auxi que il voile faire & performe touts choſes d'eſtre perform per P. Avermt' que le Pl. permit P. &c.

Rotel ſſ. RObtus Franklin nuꝑ de Caſtle-Bytham in Com̃ Lincoln' Tallow-Chandler al̃s dict̃ Robert Franklin of Caſtle-Bytham in the County of Lincoln Tallow-Chandler ſum̃ fuit ad reſpondend' Ric̃o Snow Gen' de pl̃ito q̃d teneat ei convencon' inter eos fact̃ ſecundum vim formam & effectum cujuſdam ſcripti inde inter eos confect̃ &c. Et unde idem Ricus̃ ꝑ Joſhuam Blackwell Attorn' ſuum dic̃ q̃d cum ꝑ quoddm̃ ſcriptum fact̃ viceſimo quinto die Marcij anno Dñi milliſimo ſexcenteſimo nonageſimo quinto apud Okeham in Com̃ Rotel' p̃d' (quod idem Ricus̃ ſigillo ipſius Robti ſignat̃ hic in Cur̃ ꝓfert cujus dat̃ eſt eiſdem die & anno) convent̃ & agreat̃ fuit ꝑ & inter ipm̃ Ricm̃ ꝑ nõen Rici Snow de Clipſham in Com̃ Rotel' Gen' & p̃d' Robtm̃ ꝑ nõen Robti Franklin de Caſtle-Bitham in Com̃ Lincoln' Tallow-Chandler q̃d in conſ̃ q̃d p̃d' Ric̃ Snow ꝑmitteret & toleraret quendm̃ Samuel Pendock de Caſtle-Bitham p̃d' Gen' vel aſſign' ſuos here & gaudere quandm̃ firmam Anglice a certain Farm & quaſdm̃ terras in Clipſham p̃d' parcell' ſtatus Anglice the Eſtate p̃d' Rici Snow ibm̃ ꝑ un' anno & dimid' unius anni incipe a die confeccon' ejuſdem ſcripti ad annual' reddit̃ ſeptuagint̃ & duarum libr' & ſubject̃ convencon' & agreament̃ ante tunc fact̃ concnen' p̃miſſa inter p̃d' Ricm̃ Snow & Samuel Pendock quod ipſe idem Robtus Franklin hered' executor' & adminiſtrator' ſui ſolverent vel ſolvi cauſarent p̃d' Ric̃o ſum̃am ducent̃ libr' tunc debit̃ a p̃d' Samuel Pendock p̃d' Ricq Snow ꝑ vel ante viceſimũ quintũ diem Marcij tunc ꝓx' ſequen' dat̃ ſcripti p̃d' ac etiam p̃d' annual' reddit̃ ſeptuagint̃ & duarum libr̃ a p̃d' tempore confeccon' ſcripti p̃d' ꝓ p̃miſſis p̃d duran' p̃d' anno & dimid' un' anni & in oĩbȝ al' rebus facent & ꝑformarent que fuer' fore fact̃ & ꝑformat̃ ꝑ p̃d' Samuel Pendock in relatione ad p̃miſſa p̃d' virtute cujuſdam agreamenti dat̃ decimo die Septembr' anno Dñi milliſimo ſexcenteſimo nonageſimo tertio ꝓut ꝑ ſcriptum p̃d' plenius apparet Et idem Ricus̃ in facto dic̃ q̃d ipſe idem Ricus̃ ꝑmiſit & toleravit p̃d' Samuel Pendock in ſcripto p̃d' nõiat̃ here & gaudere pred' firmam & terras pred' in Clipſham pred' in ſcripto p̃d' mencõnat̃ ꝓ p̃d' un' año & dimid' unius anni incipien' a pred' die confeccon' ſcripti pred' ſcilt pred' viceſimo quinto die Marcij

cij anno Dn̄i milliſimo ſexcenteſimo nonageſimo quinto ſupꝛadict ad pꝛed' annual' reddit ſeptuagint duarum libr' & ſubject conuencon' & agreament antetunc fact concnen' pꝛemiſs' inter pꝛed' Ricm & Samuel ſecundum foꝛmam & effectum ſcripti p̄d' ſcilt apud Oakeham p̄d Et idem Ricus ulterius in facto dic q̄d p̄d' annual' reddit p̄d' ſeptuagint & duarum libr' p p̄miſſis p̄d' duran' pꝛed' anno & dimid' unius anni attinget ad centum & octo libr' ſcilt apud Oakeham pꝛed' Et idem Ricus ulterius in facto dic q̄d pꝛed' Robtus non ſolvit eidem Rico pꝛed' annual' reddit p pꝛemiſſis pꝛed' duran' pꝛed' anno & dimid' unius anni ſcilt pꝛed' cent octo libr' ſecundum foꝛmam & effectum ſcripti pꝛed' Sicq; pꝛed' Robtus licet ſepius requiſit convencon' pꝛed' eidm Rico non tenuit ſed infregit ac ill' ei tenere oīo contradixit & adhuc contradic unde dic qd deterioꝛat eſt Et dampnū het ad valenciam centum libꝛarum Et inde ꝑduc ſectam &c.

Breach per nonpayment del Rent, que amount al 108 l.

Et pꝛed' Robtus p Ricum Burman Attoꝛn' ſuū ven' & defend' vim & injur' quando &c. Et dic q̄d pꝛed' Ricus accon' ſuā pꝛed' verſus eum here non debet quia dic q̄d poſt confeccon' ſcripti pꝛed' & ante aliqm cauſam accōnis ipſius Rici occōne aliquarū convencon' in ſcripto pꝛed' mencōnat ſcilt viceſimo die Apꝛilis anno Dn̄i milliſimo ſexcenteſimo nonageſimo quinto ſupꝛadict apud Oakham agreat fuit inter pꝛefat Ricm & Robt' q̄d ipſe idem Robtus ſolvet eidem Rico trigint libr' legalis monete Anglie in plena ſatisfaccon' & exoneracon' convencon' ill' Ac pꝛed' Ricus eaſdem vigint libr' de pꝛefat Robto adtunc & ibm in plena ſatisfaccon' & exoneracon' convencon' ill' recepit & acceptavit Et hoc parat eſt verificare unde pet Judicm ſi pꝛed' Ricus accon' ſuam pꝛed' verſus eum here debeat &c. Demurrer, & Joinder en Demurrer.

Barr per accord en ſatisfaction del Covenants, devant aſcun breach de Covenant.

LE Exception al Barre fuit que le Concord, *&c.* fuit plede d'eſtre en ſatisfaction del Covenants, (queux ne fueront infringe al ceſt temps come le Def. meſme ad alledge) & ceo ne poiet eſtre, car les Covenants eſteant create per fait ne poient eſtre diſcharge mes per fait; mes accord ove ſatisfaction eſt bone Plea en ſatisfaction & diſcharge del Dam̄ ſur Covenant enfreint, & iſſint fuit le Opinion de tout le Court, & Judgment done accordant encounter le Opinion en *Rabbet* & *Stoker*'s Caſe, 2 *Roll. Rep.* 187. Et pur Authorities en maintenance de ceſt Judgment *vid.* 2 *Cro.* 99. *Alden* & *Blague*'s Caſe. *Palmer* 110. *Robards* & *Stoker*'s Caſe. *Co.* 6. 43. *b.*

Un Exception fuit pris al Declaration, que le Pl. n'ad monſtre en ceo le effect del Agreement enter le Pl. & ſon Tenant *Pendock* en ceo mention; *Sed non allocatur*, car ſi Iſſue ſerroit pris ſur aſcun choſe relatant al ceſt Agreement il poiet appearer ſur le Evidence. *Lutwyche* Accouncel ove le Def.

Brittin v. *Vaux*.

Winford. Trin. 12 W. 3. Regis.

Covenant per le Pl. vers le Def. Aſſignee de J. V. ſur Indent' de Releaſe de Inheritance.

Narr'. Le Indent' fait 10 April 1695.

Per quel Indent' le Pl. bargaine vend & Releaſe al dit J. V. un Meſſ. &c. en C. parva.

Bucks ſſ. Thomas Vaux als Vauſe nuper de North-Crawley in Com̄ pred' Farrier aſſign' Johis Vaux als Vauſe nuper dict John Vaux alias Vauſe of Little-Crawley in the ſaid Pariſh of North-Crawley aforeſaid Yeoman ſum̄ fuit ad reſpondend' Johi Brittin de ꝑlito q̄d teneat ei convencon' inter ipm̄ Johem Brittin & prefat Johem Vaux factam ſecundum vim formam & effectum quarundum Indenturarum inde inter eos confect &c. Et unde idem Johes Brittin ꝑ Thomā Pomfret Attorn' ſuū dic q̄d cum ꝑ quandam Indentur̄ fcam̄ apud Newport-Pagnell decimo die Aprilis anno Dnī milliſimo ſexcenteſimo nonageſimo quinto inter prefat Johem Brittin ꝑ nōen Johis Brittin de Up-end in paroch de North-Crawley in Com̄ Bucks Yeom̄ de una parte & prefat Johem Vaux modo defunct ꝑ nomen Johis Vaux als Vauſe de Crawley-parva in dcā paroch de North-Crawley pred' Yeom̄ ex altera parte (cujus alteram partem ſigillo pred' Johis Vaux ſignat idem Johes Brittin hic in Cur̄ ꝓfert cujus dat eſt eiſdem die & anno ſupradict) teſtat ſit quod dict Johes Brittin ꝓ & in conſideracon' ſum̄e quinq; ſolid' bone & legalis monete Anglie ei in manib; ſolut ꝑ dictum Johem Vaux als Vauſe apud vel ante ſigillacon' & delibacon' ejuſdem Indenture (receptio quoꝝ dictus Johes Brittin ꝑ eandem Indentur̄ cognovit) & ꝓ diverſis al' bonis cauſis & conſideraconib; ipm̄ dcm̄ Johem Brittin adinde ſpecialit moven' conceſſiſſet barganizaſſet vendidiſſet alienaſſet relaxaſſet enfeoffaſſet & confirmaſſet & ꝑ eandem Indenturam plene & abſolute conceſſit barganizavit vendidit alienavit relaxavit enfeoffavit & confirmavit dicto Johi Vaux als Vauſe & hered' & aſſign' ſuis imppm̄ omne illud Meſſuag' Cotag' ſive Tenementū ſcituat & exiſten' in Crawley-parva ſup nōiata in qua dcūs Johes Vaux als Vauſe tunc habitavit cum area & gardin' adinde ſpe-

ſtan continen' ꝑ eſtimacon' un' rodam terre plus ſive minus terra Thome Vaux als Vauſe Farrier jacen' ſup occidental' partem inde venella ibm vocat' Coles-lane jacen' ſup auſtrali & terra dci Johis Brittin ſup boreal' & oriental' ut eadem tunc diviſa fuit ab illo ſup oriental' ꝑ lapides vocat' Mereſtones ibm poſitos una cum etiam magno ſtagno & ſepib; foſſis arborib; & cenſur' p̄miſs' ſpectan' & rev̄cone & rev̄conib; remaner' & remaner' inde & omni ſtat' rect' titulo clameo & demand quib;cunq; ipſius dci Johis Brittin de in vel ad dca p̄miſſa vel aliquam partem inde Tend & tenend oĩa dca Meſſuagiu Cotagiu ſive Teñtu & oĩa alia p̄miſſa cum ptin dco Johi Vaux al's Vauſe hered & aſſign ſuis imppm ad ſingulum uſum beneficium & comodu Anglice behoof ipſius dci Johis Vaux als Vauſe hered & aſſign ſuor imppm Teneri de capital' Dño vel Dñis feodi vel feodor inde p reddit' & ſervic' adinde antique debit' & de recto ſolit' Dcuſq; Johes Brittin p Indentur' p̄d ꝓ ſe & hered ſuis conceſſiſſet qd ipe & ipi omne ſupra conceſs' Meſſuagiu Cotagiu ſive Teñtu & al' p̄miſſa cum ptin dco Johi Vaux als Vauſe & hered & aſſignat' ſuis imppm verſus ipm dcm Johem Brittin & hered ſuos & verſus omnes & ſingul' al' pſonam & pſonas quaſcunq; claman' vel que poſſint clamare aliqd eſtat' rectu titulu ſive intereſſe in p̄miſs' p ab vel ſubt' ipm Johem Brittin hered & aſſign ſuos warantizarent acquietarent & imppm defenderent p eand Indentur' Dcuſq; Johes Brittin ꝓ ſe hered executor' adminiſtrator' ſuis & ꝓ quolibt eor convenit ꝓmiſit conceſſit & agreavit ad & cum dco Johe Vaux als Vauſe & hered & aſſign ſuis p eand Indentur' modo & forma ſequen' videlt qd ipſe dcus Johes Vaux als Vauſe & hered & aſſign ſui kittime & a tempore in tempus & ad oĩa tempora imppm poſt hac pacifice & quiete herent tenerent uterentur occuparent poſſiderent & gauderent omne p̄dcm Meſſuagiu Cotagiu ſive Teñtum p̄miſs' apptineñ abſq; kittimo impediment' ſecta turba ejeccon' eviccon' ſive moleſtacon' de vel p ipm dcm Johem Brittin hered vel aſſign' ſuos aut aliquam al' pſonam vel pſonas claman' p ab aut ſubt' ipm vel ipſos libat' etiam & exonerat' de & ab oĩb; priorib; & alijs donis conceſſionib; barganijs vendiconib; mortgagijs ſtat' & incumbrant' quib;cunq; antea hit' fact' act' comiſs. ꝓmiſs. vel poſtea hend faciend agend comittend vel pmittend p p̄dcm Johem Brittin hered vel aſſign' ſuos Acetiam qd dcus Johes Vaux als Vauſe executor' vel aſſign ſui pacifice & l'ittime carperent colligerent & capent oĩa poma piros pruna & als fructos quos frugifer' arbores in pomar' vel clauſo dco Johi Brittin ꝓxime adjungeñ ſup conceſs. p̄miſs. ſup oriental' ferent ante duodecimum diem Octobr ꝓx' venien' poſt dat' ejuſdem Indentur' & heret

Habend' al dit J. V. & ſes heires.

Garranty ſpecial.

Le Pl. covenant ove le dit J. V. pur quiet enjoyment, &c.

Et que le dit J. V. prenderoit touts les pomes, &c.

J. V. covenant immediatement a faire un foſſe & fenſe, & a maintein ceo un bone fence a touts jours.

libtat̃ colligendi eadem ad aliquod tempeſtivū temp⁹ vel tempora & heret eadem gratis & dcus̃ Johes Vaux als Vauſe p Indentur̃ p̃d p ſe hered & aſſign' ſuis convenit pmiſit & conceſſit ad & cum dc̃o Johe Brittin hered & aſſign' ſuis qd ipſe dcus̃ Johes Vaux als Vauſe hered & aſſign' ſui indilate poſt datum ejusdem Indentur̃ facerent foſſam & ſufficien' ſepimentū vel fenſur̃ ſup oriental' partem p̃miſs. prime ad clm̃ & pomar̃ dci Johis Brittin put ſupius nominat̃ lapides vocat̃ Mereſtones direxerint & manutenerent & conſervarent eadem bonam fenſur̃ imppm ad ſua & eoꝝ ppr̃ onera put p Indentur̃ p̃dcam plenius apparet Et idem Johes Brittin ulterius dic' qd licet ipſe bene & fidelit̃ obſervavit pformavit & pimplevit om̃ia & ſingula convencones & agreamenta in Indentur̃ p̃d ſuperius ſpecificat̃ ex parte ſua performand' & perimplend ſecundum formam & effcm̃ Indentur̃ p̃d ꝑteſtando etiam qd p̃d Johes Vaux als Vauſe in vita ſua & p̃d Thomas ſeu eoꝝ alter non obſervavit performavit ſeu perimplevit aliqua convencon' ſive agreament in Indentur̃ p̃d content̃ ex parte p̃d Johis Vaux hered' & aſſign' ſuoꝝ obſervand' performand' & perimplend' ſecdm̃ formam & effectū Indentur̃ p̃d in facto idem Johes Brittin dic' q̃d fenſur̃ p̃d' p defectu ſufficien' manutencon' & ſuſtentacon' in maximo decaſu & ruinoſa fuit q̃diu nec p̃d' Johes Vaux in vita ſua nec p̃d' Thomas poſt mortem ipſius Johis Vaux (cujus aſſign' ipſe eſt) manutenuer̃ ſeu ſervaver̃ nec eoꝝ alter manutenuit ſeu ſervavit p̃d' fenſur̃ in Indentur̃ p̃d' mencõnat̃ in bona & ſufficien' reparacõne ſicq; idem Johes Brittin dic' q̃d p̃d' Johes Vaux in vita ſua ac p̃d' Thomas poſt mortem ipſius Johis Vaux convencon' ſuam p̃d' cum p̃d' Johe Brittin licet ſepius requiſit̃ non tenuer̃ ſed infreger̃ ac ill' ei tenere contradixer̃ ac p̃d' Thomas ill' eidem Johi Brittin adhuc tenere contradic' unde dic' q̃d deteriorat̃ eſt Et dampnū h̃et ad valenc' quadragint̃ librarū Et inde pduc' ſectam &c.

Breach, que le dit fence fuit ruinous & decay, & que nec le dit J. V. en ſon vie, nec Def. ſon Aſſignee apres ſon mort, n'ad conſerve le dit fence en bon repaire.

Plea.

Et p̃dcus̃ Thomas per Antoniū Chapman Attorn' ſuū ven' & defend' vim & injur̃ quando &c. Et dicit q̃d p̃d' Johes Brittin acc̃onem ſuam p̃d' v̄ſus eum h̃ere non debet quia dicit q̃d ipſe pred' Thomas ac aſſign' pred' Johis Vaux als Vauſe bene & ſufficien' poſt mortem ipſius Johis Vaux als Vauſe pōit foſſam & ſufficien' ſepimentū vel fenſur̃ ſuper oriental' partem premiſſorū prime ad clm̃ & pomar̃ dci Johis Brittin put ſup nōiat̃ lapides vocat̃ Mereſtones direxerint & manutenuit & ſervavit eadem bonam fenſur̃ ad ſua ppr̃ onera de tempore in tempus ſecundum vim formam & effectum Indentur̃ pred' Et de hoc pon' ſe ſuper priam̃.

Et predcuſ̃ Johes filit' Jō Prec' eſt Vic' q̄d venire fac' hic a die Scē Trinitatis in tres ſeptimanas duodecim &c. Per quos &c. Et qui nec &c. Ad recogn' &c. Quia tam &c.

APres Verdict pur le Pl. Judgment fuit arreſt, pur ceo que le Action ne giſt vers le Def. come Aſſignee, pur breach en le temps de ſon Aſſignor; Et le Breach eſteant aſſigne pur default de reparation del Fence, tam bien en le temps de *John Vaux* Aſſignor al Def. quam en le temps del Def. & dam̄ eſteant entirement done, le Pl. ne poit aver Judgment.

Debt.

Sir *John Brownlow*, &c. Executors, &c. v. Sir *John Hewley*.

En Debt pur Rent ꝑ Exec' del Exec' del Aſſignees ſur aſſignment al eux de tout le terme que les Aſſignors ont en le terre aſſigne & ſur que le Rent fuit reſerve.

Que Sir J. W. &c. fueront poſſeſſe d'un Park, pur 99 anns.

Et aſſigne ceo al W. L. & al'.

JOhannes Hewley nuper de Civitat' Ebor' in Com' Civitat' Ebor' Mil' ſum' fuit ad reſpondend' Joh' Brownlowe Bar' & Willo Brownlowe Ar' Exec' Teſtamenti Johis Brownlowe Bar' deceſs' nuper Executor' Teſtamenti Ric' Brownlowe Ar' de plito quod reddat eis quingent' & quinquagint' libr' quas eis injuſte detinet &c. Et unde ijdem J. B. & W. B. modo queren' ꝑ B. C. Attorn' ſuu' dic' quod cum quidam Johes Walter Mil' Jacobꝰ Fullerton & Tho. Trevor Mil' primo die Septembr' año regni Dni Caroli primi nup Regis Anglie &c. tertio fuer' poſſeſſionat' (inter al') de quodm parco vocat' H. Park in paroch de K. in Com' Ebor' ꝓ termino nonagint' & novem añoꝝ incipient' a Feſto Sci Michaelis Archi año regni Dni Jacobi primi nuper Regis Anglie &c. quarto decimo & ſic inde poſſeſſionat' ijdem J. W. J. F. & T. T. poſtea ſcilt eodem primo die Septembr' año regni Dni nuper Regis Car' primi tertio ſupradict' apud p̄d paroch de K. per quandm Indentur' ſuam ibid fcam inter eoſdem J. W. J. & T. ꝑ nomina J. W. Mil' Capital' Baron Cur' Scaccarij Dni Regis Jacobi Fullerton Mil' un Generoſor' Cubiculi Dni Regis & Tho. Trevor Mil' un Baron dce Cur' Scac' ex una parte & Carolum Harbord Ar' Willum Levin Gen Tho. Fawkenbridge Gen & Hen Goodwin Gen ꝑ nomina &c. ex altera parte (cujus alteram partem ſigillis p̄dcoꝝ C. W. L. T. F. & H. ſignat' ijdem J. B. & W. B. modo querent' hic in Cur' ꝓferunt cujus dat' eſt eiſdem die & año) conceſſer' & aſſignaver' p̄fat' W. L. T. F. & H. p̄d parcum cum ꝑtin (inter al') ꝑ nõia totius il' Dominij Anglice Lordſhip ſeu Manerij de C. cum omnibus & ſingulis juribꝰ membris & ꝑtin ejuſdem in Com'

Glouc'

Glouceſtr' tunc nuper parcell' terrarum & poſſeſſion Henrici tunc nuper Principis Wallie & ante tunc parcell' poſſeſſion tunc nuper Monaſterij de S. & totius ill' Parci & incluſ̃ terre vocat̃ H. Park cum pertin in dic̃to Com Ebor̃ & herbagij & pannag' ejuſdem parci & cuſtodie Anglice the Keeeper-ſhip tam ferar̃ Anglice of the Deer quam logiar̃ Anglice the Lodges & domum ibidem ac omnia tot' ill' claus' ſeu paſtur̃ vocat' V. aliquando incluſ̃ infra parcum p̃d parcell' vel reputat' parcell' Ducat' Lancaſtrie & parcell' ſeu reputat' parcell' honoris de K. in dic̃to Com Ebor̃ & omnium & ſingulorꝝ meſſuagiorꝝ domum edificior̃ ſtructur̃ horreor̃ ſtabulor̃ columbar̃ arear̃ Anglice Yards pomar̃ gardinor̃ chaſear̃ warrenar̃ vivar̃ piſcar̃ piſcac̃on Anglice Fiſhings aquar̃ aque curſuũ amnium Anglice Streams ſtagnor̃ Anglice Pools terrar̃ tentor̃ prator̃ paſcuor̃ paſturar̃ boſcor̃ ſubboſcor̃ cõiar̃ vaſtor̃ bruer̃ morar' mariſcor' terrar' vacuar' Anglice void Grounds waiviat' &c. Habend̃ tenend̃ & gaudend' p̃miſſa p̃dca cum pertin' p̃fat W. L. T. F. & H. G. exec' admin & aſſign ſuis ꝓ & duran toto remanere & reſid̃ p̃d termini nonaginta & novem añorꝝ tunc ventur' & inexpirat' Reddend̃ & ſolvend̃ ꝓinde añuatim duran toto pred' termino tunc ventur' & inexpirat' prefat J. W. J. F. & T. T. exec adm & aſſign̄ ſuis ſepal' añual' reddit ſeu ſum in eadem Indentur' poſtea menc̃onat viz. ꝓ p̃d Dñio de C. cum pertin̄ añual' reddit ſeu ſum̄am 97 l. 12 s. & 10 d. & unius obol' & ꝓ p̃dc̃o parco de H. cum pertin' añual' reddit ſeu ſum̄am 100 l. legalis monet Anglie ad Feſta Sc̃i Michaelis Archi Añunciac̃on' Bte Marie Virginis per equas & equales porc̃ones ſolvend̃ ad manus Ballij ſeu particulor' receptor' p̃miſſor' pro tempore exiſten' ꝓut per eandem Indentur' plenius apparet Virtute cujus quidem conceſſion' & aſſignacon' p̃dict W. L. T. H. & H. G. in parcum p̃dcm cum pertin' inter al' intraver' & fuer' inde poſſeſſionat & ſic inde poſſeſſionat exiſten' & p̃d J. W. J. F. & T. T exiſten' poſſeſſionat de p̃d añual' reddit ſic ut p̃fertur reſervat duran' reſid p̃d termini p̃d J. W. J. F. & T. T. poſtea ſcilt quarto die Martij anno regni dci Dni Car' primi nuper Regis Angl' tertio ſupradic̃to apud p̃dcm paroch de K. per quandam indentur' ibid fcm inter p̃d J. W. J. F. & T. T. per nomina &c. ex una parte & pred' Ric̃um Brownlowe per nomen &c. de Interiori Templo London' Ar' ex altera parte (cujus quidem Indentur' unam partem ſigillis p̃dict J. W. J. F. & T. T. ſignat iidem J. B. & W. B. modo queren' hic in Cur' ꝓferunt cujus dat eſt eiſdem die & año) conceſſer' p̃fat R. B. inter al' p̃d' annual' reddit 100 l. ſic ut prefertur ſolvend̃ ꝓ predc̃o parco de H. Habend̃ & tenend̃ p̃d annual' reddit prefat R. B. executor' & aſſignat

Habend' pur tout le reſidue de dit terme.

Render pur le dit Park 100 l. per ann' &c.

4 Martij 3 Car. 1. grant al Teſtator Rich. Brownlow. le dit rent de 100 l. pur le reſidue de dit Terme.

aſſignat̄ ſuis ad ejus & eor' ꝓpr' uſum & uſus a tempore ſigillac̄on'
& deliberac̄on' ejuſdem Indenture ult̄ menc̄onat̄ ꝑ & durationem
reſid̄ dc̄i termini 99 annoꝝ tunc ventur' & inexpirat̄ ꝓut
per eandem Indentur' inter al' plenius apparet Ad quam quidem
Attornment al Grant. conceſſion̄ reddit̄ p̄ed p̄dc̄i W. L. T. F. & H. G. de p̄dc̄o
parco cum pertin̄ ſic ut p̄fertur poſſeſſionat' exiſten̄ poſtea ſcilt
viceſimo die Martij an̄o regni dicti nuper Regis Caroli primi
tertio ſupradicta apud p̄ed paroch̄ de R. ſe attornaver' & agreaver'
Virtute cujus conceſſion̄ & rac̄one attornament̄ & agreament
ill' p̄d R. B. poſſeſſionat̄ fuit de p̄dc̄o an̄ual' reddit' 100l.
1 Jan. 1637. R. B. fiſt ſon volunt & le dit J. B. ſon Executor. ꝓ reſiduo termini p̄d Et ſic inde poſſeſſionat̄ exiſten' p̄ed Ric̄us
poſtea ſcilt primo die Januar' an̄o Dn̄i 1637. apud paroch̄
de R. condidit Teſtament̄ & ult̄ voluntat̄ ſuam in ſcriptis & per
eandem voluntat̄ conſtituit p̄fat̄ J. Brownlow jam deceſs' &
tunc in plen' vita exiſten' Execut̄ Teſti ſui p̄ed & poſtea ibm̄
obijt de p̄d an̄ual' reddit̄ ut p̄fertur poſſeſſionat̄ poſt cujus mortem
p̄d J. B. jam deceſs' in vita ſua onus execuc̄on' Teſti
p̄ed p̄fat R. ſuper ſe ſuſcepit & Teſtament̄ ill' in deb̄a juris
forma ꝓbavit videlt apud p̄ed paroch̄ de R. & fuit de annual'
reddit̄ p̄ed poſſeſſionat̄ rac̄one execuc̄onis Teſti ill' Et p̄d
J. B. & W. B. modo queren' ulterius dic' quod ſtatus p̄dcoꝝ
Que 20 Maij 20 Car. 2 l'Eſtate del Aſſign' vient al Def. W. L. T. F. & H. G. de & in parco p̄dc̄o cum pertin' virtute
dimiſſion' p̄d per p̄d J. W. J. F. & T. T. p̄fat̄ Willo L. T. F.
& H. G. fact̄ poſtea ſcilt viceſimo die Maij anno regni Dn̄i
Car' ſecd̄i nuper Regis Anglie &c. viceſimo apud p̄ed' paroch̄
de R. p̄fat̄ J. H. ꝑ aſſignac̄on' deven' Virtute cujus p̄ed' J. H.
fuit & adhuc exiſtit de p̄edc̄o parco cum pertin' poſſeſſionat̄ ꝓ
reſid̄ termini p̄ed Predc̄oꝝ J. H. ſic inde poſſeſſionat̄ exiſten'
Et p̄fat̄ J. B. jam deceſs' in vita ſua de annual' reddit̄ p̄ed
3 Sept. 31 Car. 2. le dit J. B. fiſt ſon Teſtament & les Pls. ſes Executors. ut p̄fertur poſſeſſionat̄ exiſten' p̄ed' J. B. jam deceſs' poſtea
in vita ſua ſcilt tertio die Septembris anno regni Dn̄i Caroli
ſecundi nuper Regis Anglie triceſimo primo apud p̄ed' paroch̄
de R. condidit teſtm̄ & ult̄ voluntat̄ ſuā in ſcriptis & per eandm̄
voluntat̄ conſtituit p̄fat̄ J. B. & W. B. modo queren' execut̄
Teſtamenti ſui p̄ed' & poſtea ibm obijt de p̄ed' annual' reddit̄
ſic ut prefertur poſſeſſionat̄ poſt cujus mortem p̄ed' J. B. &
W. B. modo queren' onus execuc̄onis Teſti p̄dc̄i p̄fat̄ J. B.
Teſtator̄ ſuper ſe ſuſcepet̄ & teſtament̄ ill' in deba juris forma
ꝓbavet̄ videlt apud paroch̄ de R. & fuet̄ & adhuc exiſtunt de annual'
reddit̄ p̄ed' poſſeſſionat̄ rac̄one execuc̄onis Teſtamenti ill'
550 l. de dit rent pur 5 anns & demy arr' le 25 Mar. 7 W. 3. Et ſic inde poſſeſſionat̄ p̄dcoꝝ J. H. de parco p̄ed' cum pertin'
ut prefertur poſſeſſionat̄ exiſten' 550l. de annual' reddit̄ p̄ed
ꝓ quinque annis & dimid' unius anni finit̄ ad Feſtum Annunciationis
btē Marie Virginis anno regni Dn̄i Regis nunc ſeptimo

ad idem Feſtum eiſdem J. B. & W. B. modo quer' aretro fuer' & adhuc exiſtunt inſolut' ꝑ quod acc̄o accrevit eiſdem J. B. & W. B. modo querentibꝰ ad exigend̄ & habend̄ de prefat' J. H. pred' 550 l. pred' tamen J. licet ſepius requiſit' pred̄ 550 l. eiſdem J. B. & W. B. modo queren̄ nondū reddidit ſed ill' eis reddere hucuſqꝫ contradixit & adhuc contradic' unde dicunt q̄d deteriorat' ſunt & dampn̄ habent ad valenc' cent' librar' Et inde produc' ſectam &c. Et ꝓferunt hic in Cur' tam literas Teſtamentar' pred' R. B. per quas ſatis liquet Cur' hic prefat' J. B. jam deceſs' in vita ſua fuiſſe exec' Teſti pred̄ R. qm̄ literas Teſtamentar' pred' J. B. deceſs' ꝑ quas ſatis liquet Cur' hic ipſos J. B. & W. B. modo queren̄ fore Exec' Teſtamenti p̄fat' J. B. deceſs' & inde habere Adminiſtrac̄onem &c.

Per quod Actio, &c.

Et pred̄ J. H. & S. W. Attorn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. & quoad quinquagint' libr' de pred̄ 550 l. parcell' de reddit' pred' ꝓ dimidio unius añi finit' ad Feſtum Añunciac̄on̄ bte Marie Virginis año regni Dñi Regis nunc & Dñe Marie nuper Regine Anglie ſecundo idem J. H. dic' quod p̄d J. B. & W. B. acc̄onem ſuam pred' inde verſus eum habere non debent Quia dic' quod ipſe J. H. in & ſuper Feſtum ill' ꝑ ſpaciū unius hore ante occaſum ſolis ejuſdem diei ac poſt occaſum ſolis diei ill' fuit in & ſuper parcum pred' parat' ad ſolvend' eiſdem J. B. & W. B. eaſdem 50 l. ad Feſtū ill' ut prefertur ſolubil' Quodqꝫ nec predc̄i J. B. nec W. B. nec eoꝝ alter nec aliquis ex parte ſua nec eoꝝ alterius adtunc & ibm̄ fuer' vel fuit parat' ad recipiend' reddit' ill' & quod reddit' ill' ad aliquod tempus poſtea hucuſque in & ſuper parcum ill' cum pertin̄ vel aliqam partem inde per eoſdem J. B. & W. B. vel eoꝝ alterum mīe demand' fuit Et hoc parat' eſt verificare unde pet' Judicm̄ ſi pred' J. B. & W. B. acc̄onem ſuam pred' inde v̄ſus eum habere ſeu manutenere debeant &c. Et quoad 50 l. de pred 550 l. parcel' de reddit' pred' pro al' dimid' unius añi finit' ad Feſtum Sc̄i Michis Archi año regni Dñi Regis nunc & Dñe Marie nuper Regine Anglie ſecundo ſupradic̄to idem J. H. dic' quod pred' J. B. & W. B. acc̄o non &c. Quia dic' quod ipſe idem J. H. in & ſuꝑ Feſtū ill' ꝑ ſpaciū uniꝰ hore ante occaſū ſolis ejuſd̄ diei ac poſt occaſū ſolis ejuſd̄ diei fuit in & ſuꝑ parcū p̄d' parat' ad ſolvend' eiſdem J. B. & W. B. eaſd̄ 50 l. ad Feſtū ill' ſic ut p̄fertur ſolubil' Quodque nec pred' J. B. & W. B. nec eoꝝ alter nec aliquis ex parte ſua nec eoꝝ alterius adtunc & ibm̄ fuer' vel fuit parat' ad recipiend' Reddit' ill' & quod Reddit' ill' ad aliquod tempus poſtea hucuſqꝫ in & ſuper parcum pred' cum pertin' vel aliquam partem inde per eoſdem J. B. & W. B. vel eoꝝ alterum mīe demandat' fuit Et hoc parat' eſt v̄ificare unde pet' Judicm̄ &c. & ſic de reliquis ſeperal' ꝑtitis

Barre.

Quant al 50 l. pur demy ann finit 25 Mar. 2 W. & M.

Que il fuit priſt al dit Park, &c. a payer cco, &c.

Et que al aſcun temps puis il ne fuit unque demand ſur le dit Park.

Quant al auter 50 l. &c. il pleade meſme le Plea come devant.

Et

Demurrer ſpecial.

Et p̄dc̄t J. B. & W. B. dicunt quod p̄dc̄a ſeperal' plita p̄d J. H. modo & forma p̄d plitat' materiaꝫ in eiſdem content' minus ſufficien' in lege exiſt' ad p̄d J. B. & W. B. ab acc̄one ſua p̄d inde v̄s p̄fat' J. H. hend' p̄cludend' q̄dqꝫ ipſi ad plita ill' modo & forma p̄d plitat' neceſſe non h̄ent nec ꝑ legem terre tenentur reſpondere Et hoc ſunt parat' verificare Unde ꝓ defc̄u ſufficien' plitorum in hac parte ijdem J. B. & W. B. pet' judicm̄ & debm̄ ſuū una cū dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c. Et ꝓ cauſis moracon' in lege in hac parte ijdem J. B. & W. B. monſtrant & Cur' hic oſtendunt cauſas ſubſequen' videlt ꝓ eo quod p̄d J. H. in ſeperalibꝫ plitis ſuis p̄d non plitavit ſeu allegavit quod ipſe parat' fuit ad ſolvend' eiſdem J. B. & W. B. p̄d denar' in p̄d reſpectivis plitis menc̄onat' nec ꝓfert in Cur' hic denar' ill' fore ſolvend' eiſdem J. B. & W. B. Ac de eo q̄d plita illa ſunt duplic' incerta & carent forma &c.

Joinder en Demurrer.

Et pred' J. H. ex quo ipſe ſufficien' materiam in lege in pred' ſeperalibꝫ plitis ad pred' J. B. & W. B. ab acc̄one ſua predc̄a v̄s ipm̄ J. H. hend' precludend' ſuperius plitando allegavit qm̄ ipſe parat' eſt verificare quam quidm̄ materiam ijdem J. B. & W. non dedicer' nec ad eum aliqualit' reſpond' vel verificac̄onem ill' admittere om̄io recuſaver' ut prius pet' judicm̄ & quod pred' J. B. & W. ab acc̄one ſua pred' inde v̄ſus ipm̄ J. H. hend' precludantur &c.

IN *Termino Trin.* 1696. Judgment fuit done pur le Pls. per Opinion de tout le Court de Bank le Roy. *Vide* 2 *Cro.* 423. quant al Tender. *Brooke.* Touts temps priſt, 25. *Brooke* Tender, 6, 11, 18, 20.

Salop' ſſ. JOhes R. nuper de B. in Com̄ pred' Gen' ſum̄ fuit ad reſpondend' Oliver' P. jun' Gen' de plito q̄d reddat ei 22l. 10s. quas ei debet & injuſte detinet &c. Et unde idem O. per O. P. ſen' Gen' patrem ſuū qui admiſſ' eſt per Cur' Dn̄i Regis hic ꝓ eodem O. jun' qui infra etatem 21 annorum exiſtit ut ꝓx' amicus ejuſdem O. jun' dic' q̄d cum un' Meſſuag' ſive Teñtū cum pertin' ſuis ſcituat' jacen' & exiſten' in E. in paroch' de O. in pred' Com̄ S. nuper in tenura poſſeſſione ſive occupac̄one R. F. aſſign' vel ſubtenen' ſuorū om̄ia dom⁹ edific' horrea ſtabul' domus Boviles Anglice Ox-houſes, domus Vaccales Anglice Cow-houſes & om̄es alij extradomus adinde ſpectan'

ſpectan' Acetiam om̄ia gardina pomar' falve & curtilag' pred' premiſs' ſpectan' & pertin' ac om̄ia terre prata paſtur' vie aque ſtagna aquecurſus paſſagia coīa ꝓficua com̄oditat' hereditament' eiſdem uſitat' occupat' vel gaviſ' aut accept' reputat' tent' uſitat' ſive capt' ut pars parcella aut membrum ejuſdem aut aliqua pars ejuſdem & om̄es terre poſtea particularit' menc̄onat' videl't clauſa vocat' the ſtone-ridding Meadow &c. in poſſeſſione pred' J. R. ſunt & a toto tempore cujus contrar' memor' homin' non exiſtit fuer' parcell' Maner' de C. in Com' S. p̄d' & a toto tempore ſupradict' dimiſs' & dimiſſibil' per copiam rotulorum Cur' Manerij pred' per Dnm ejuſdem Manerij vel per Seneſchall' ſuum Cur' Manerij illius ꝓ tempore exiſten' cuicunq; perſone ſive quib;cunq; perſonis ea capere volent' vel volentib; in feodo ſimplici vel alit' ad voluntat' Dni ſecundum conſ' Manerij p̄d' De quo quidem Manerio necnon de Ten̄tis cuſtumar' pred' cum pertin' quidm M. T. Ar' fuit ſeiſ' in dn̄ico ſuo ut de feodo ipſoq; ſic inde ſeiſ' exiſten' idem W. T. ad Cur' ſuam Manerij ſui pred' tent' apud Manerium illud ſexto die Maij anno regni Dni Regis nunc decimo ſexto per F. S. Gen' adtunc Seneſchall' ſuum Cur' Manerij pred' per copiam rotulorum Manerij illius conceſſit ten̄ta cuſtumar' predca cum ptin' cuidm R. F. nup defunct' Habend' & tenend' ſibi & heredib; ſuis ad voluntat' Dni ſecundum conſ' Manerij pred' Virtute cujus quidem conceſſionis idem R. in tenta cuſtumar' pred' cum pertin' intravit & fuit inde ſeiſ' in dominico ſuo ut de feodo ad voluntat' Dni ſecdm conſ' Manerij pred' ipſoq; ſic inde ſeiſ' exiſten' Idem R. F. poſtea ſcil't viceſimo quarto die Junij anno regni Dni Regis nunc decimo ſexto apud B. per quandam Indentur' ſuam inter eundem R. per nomen &c. de E. in Com' S. Gen' ex una parte & pred' J. R. per nomen &c. de B. in dict' Com' S. Gen' ex altera parte fcam (cujus quidem alteram partem ſigillo ipſius J. R. ſigillat' predcus D. P. jun' hic in Cur' ꝓfert cujus dat' eſt eiſdem die & anno) dimiſit eidem J. R. ten̄enta cuſtumar' p̄d' cum ptin' Habend' & tenend' eidem J. executorib; adminiſtratorib; vel aſſign' ſuis a Feſto die Annunciacon' btē Marie Virginis tunc ult' preterit' ꝓ & duran' & uſq; ad plenum finem & terminum 12 annorum extunc ꝓx ſequen' & plenar' compl'end' & finiend' Reddend' & ſolvend' ꝓinde annuatim & quolibt anno durant' termino pred' eidem R. F. heredibꝰ executoribꝰ vel aſſign' ſuis annualem reddit' 55 l. legalis monete Anglie ad duo maxim' uſual' Feſta vel Terminos in anno videl't ad Feſtum Annunciacon' btē Marie Virginis & ad Feſtum Scī Michis Archi per equas & equal' porc̄ones prima ſoluc̄o inde incipiend' ſup diem dat' ejuſdem Indenture ꝓ & in nōie reddit' dimid' unius anni ante manum Anglice

Que un Meſſ. &c. en L. ſont Copy-hold parcel del Maner' de C.

Que un M. T. fuit ſeiſie en Fee del dit Maner' & Cuſtomary-Tenements.

Et grant les Tenements al R. F. & ſes heirs.

Qui demiſe eux al Def. pur 12 ans.

Rendant 55 l. per an.

Le premier payment d'eſtre le jour del Date.

one half years Rent before-hand Virtute cujus quidem dimiſſionis idem J. R. in teñta cuſtumar' p̄d cum ꝑtin' intravit & fuit inde poſſeſſionat' Ipſoq; ſic inde poſſeſſionat' exiſten' ac p̄fat' R. F. de revc̄one inde in forma p̄d ſeiſ' exiſten' idem R. poſtea ſeiſit primo die Maij anno regni dc̄i Dn̄i Regis nunc viceſimo quarto apud B. p̄d obijt ſic ſeiſ' poſt cujus mortem reverc̄o eorundem tenementorum cuidam T. F. ut fratri & hered' ipſius R. deſcendebat ꝑ quod idem T. F. fuit ſeiſ' de revc̄one p̄d cum ꝑtin' in dñico ſuo ut de feodo Ipſoq; ſic inde ſeiſ' exiſten' ac p̄d J. R. de teñtis p̄dc̄is cum ꝑtin' ſic ut p̄fertur poſſeſſionat' exiſten' idem T. F. ad Cur' Manerij p̄d tent' apud Maner' illud octavo die Auguſti anno regni Dn̄i Regis nunc viceſimo ſexto coram p̄fat' F. S. adtunc Seneſchallo Cur' Manerij predict' ſurſum reddidit in manus p̄d W. T. tunc Dn̄i Manerij pred' unum Meſſuagium acr' terre acr' prati acr' paſtur' cum ꝑtin' ſcituat' jacen' & exiſten' in parcell' teñtor' cuſtumar' p̄d ad uſum p̄d O. P. jun' & Eliz' tunc uxor' ejus & hered' de corpore p̄d O. & corpore p̄d' E. legittime ꝓcreat' & ꝓcreand' imppm & ꝓ defc̄u talis exitus remanere hered' de corpore p̄d E. legittime ꝓcreand' & ꝓ defc̄u talis exitus remanere inde rectis heredib; dc̄i O. P. jun' imppm ſup quo p̄d W. T. per Seneſchall' ſuum p̄d ꝑ copiam rotulor' Cur' Manerij p̄d conceſſit eiſd' O. P. jun' & E. ux' ejus ad uſum p̄d O. P. jun' & E. tunc uxor' ejus & hered' corpore dc̄i O. & corpore dc̄e E. legittime ꝓcreat' & ꝓcreand' imppm & ꝓ defc̄u talis exitus remanere hered' de corpore E. legittime ꝓcreand' & ꝓ defc̄u talis exitus remanere inde rectis hered' dc̄i O. P. jun' imppm Virtute cujus quidm ſurſumreddic̄onis ijdem O. & E. fuer' ſeiſ' de revc̄one teñtor' p̄d ꝑ p̄d T. F. ad uſus p̄d ſic ut p̄fertur ſurſumreddit' in dñico ſuo ut de feodo talliato videlt ſibi & hered' de corpore p̄d' O. P. juñ ſuper corpus p̄d' E. ꝓcreat' remanere inde ꝓut ſuꝑius limitatur ſpectan' Ipſoq; ſic inde ſeiſ' exiſteñ ac p̄fat' J. R. de integris teñtis cuſtumar' p̄d' cum ꝑtin' ſic ut p̄fertur poſſeſſionat' exiſten' eadem E. poſtea ſcilt viceſimo ſeptimo die Auguſti anno regni dc̄i Dn̄i Regis nunc viceſimo ſexto ſup̄dicto apud B. p̄d' obijt Ac idem O. ipſam E. adtunc & ibm ſuꝑvixit ac fuit & adhuc ſeiſ' exiſtit de revc̄one teñtor' p̄dcor' ſic ut p̄fertur ſurſumreddit' * in dñico ſuo ut de feodo Et idem O. jun' in facto dic' qd teñta p̄dca per p̄d' T. F. ſic ut p̄fertur ſurſumreddit' juxta proporc̄onem annualis reddit' per Indentur' ſic ut p̄fertur reſervat' ꝓ integris tenementis cuſtumar' p̄d' ſum̄ 45 l. per annū valebant & adhuc valent Predc̄oq; O. jun' de revc̄one eorundem tenementorum ſeiſ' exiſten' Ac p̄fat' J. R. de integris tenementis ſic ut prefertur poſſeſſionat' exiſten' pred' 22 l. 10 s. juxta pporc̄onem

pred'

R. F. moruſt ſeſie.

Diſcent al T. F. ſon Frere & heire.

T. F. ſurrender parcel del dit cuſtomary Tenements.

Al uſe del Pl. & E. donque ſa Feme en Tail.

Remainder al Pl. en Fee.

Ceo eſt un miſpriſion car ſans queſtion ils fueront Jointenant. en Tail per le Limitation.

E. la Feme moruſt.

* Nota ceo.

Averment del value de Tenements ſurrender.

Le Rent arreare.

pꝛed' ꝑ dimid' unius anni finit ad Feſtū Sci Michis Archi anno regni dci Dni Regis nunc viceſimo ſexto ſupꝛadc̄o eidem D. aretro fuer̄ & adhuc inſolut exiſtunt per q̄d acc̄o accrevit eidem D. ad exigend' & hend' de pꝛefat J. R. pꝛed' 22 l. 10 s. pꝛedcus̄ tamen J. licet ſepius requiſit' pꝛed' 22 l. 10 s. eidem D. non ſolvit ſed ill' ei hucuſq; ſolv̄e omnino contradixit & adhuc contradic' ad dampnū ipſius D. 40 l. Et inde pꝛoduc' ſectam, &c. Vid. 3 Cro. 771. & 851. 1 Levinz 40. 2 Levinz 231.

Edm. Saunders.

Debt pur Rent per ceſtuy que uſe en rem' pur vie ſur conveyance per Leaſe & Releaſe vers le Executrix del Leſſee.

Salop' ſſ. ELinoꝛa H. nuꝑ de S. in Com H. vid̄ ſum fuit ad reſpondend̄ Lucio Loyd Ar' de ꝑlito q̄d reddat ei octogint' libr' quas ei debet & injuſte detinet &c. Et unde idem L. ꝑ W. H. Ar' qui admiſſ' eſt ꝑ Cur' Dni Regis nunc hic ꝓſequend̄ ꝓ eodem L. qui infra etatem viginti & unius annoꝝ exiſtit ut ꝓx' amicus ejuſdem L. dic' q̄d cum Franc' Loyd Miles in vita ſua fuiſſet ſeit' de & in uno Meſſuagio cum ꝑtin in Ludlow in Com p̄d in dn̄ico ſuo ut de feodo Et ſic inde ſeit' exiſten idem F. decimo die Apr̄ anno regni Dni Regis nunc decimo ſeptimo apud L. p̄d ꝑ quandm Indenturam inter ipm F. ꝑ nomen &c. de M. in Com C. Mil' ex una parte & quendam J. H. de S. in Com H. Ar' ex altera parte factam (cujus alteram partem ſigillo p̄d J. ſignat' idem L. hic in Cur' ꝓfert cujus dat' eſt eiſdem die & anno) dimiſiſſet conceſſiſſet & ad firmam tradidiſſet eidem J. H. Meſſuagium p̄dcm cum ꝑtin Virtute cujus quidm dimiſſionis p̄d J. H. in Meſſuagiu p̄d cum ꝑtin intravit & fuit inde poſſeſſionat' Ipoq; J. ſic inde poſſeſſionat exiſten ac p̄d F. de rev̄cone ejuſdm Meſſuagij cum ꝑtin in dn̄ico ſuo ut de feodo ſeit' exiſten Idem F. poſtea ſcil't decimo ſexto die Apr' anno regni dci Dni Regis nunc decimo nono apud L. p̄d ꝑ quendam Indentur' barganie & vendicon inter ipm F. ex una parte & quoſd̄ M. H. T. P. M. L. J. D. & R. L. ex altera parte fact' (cujus alteram partem ſigillo ipſ̄ F. ſigillat idem L. hic in Cur' ꝓfert cujus dat' eſt eiſdem die & anno ult' menc̄onat') ꝓ & in conſiderac̄one quinq; libr' legalis monete Angl' eidem F. ꝑ p̄fat M. H. T. P. &c. adtunc & ibm ſolut barganizavit & vendidit eiſdem M. H. T. P. &c. Meſſuagiu p̄dcm cum ꝑtin & rev̄con inde habend̄ & tenend̄ Meſſuagium p̄d cum ꝑtin & rev̄con inde eiſdm̄ M. H. T. P. &c. executor’ & aſſign̄ ſuis a die ꝓx’ ante dat’ ejuſdem Indentur’ ult’ mencōnat’ ꝓ & duran̄ termin̄ triū menſiū extunc ꝓx’ ſequen̄ & plenar’ complend̄ & finiend̄ Virtute cujus quidm̄ bargan̄ & vendicōn̄ ac vigore Statut’ in hujuſmoi caſu edit’ & ꝓviſ̄ ijdem M. H. T. P. &c. de rev̄cōne Meſſuagij p̄d cum ꝑtin̄ fuer’ poſſeſſionat’ & ſic inde poſſeſſionat’ exiſten’ ac p̄d J. H. de eodem Meſſuagio cum ꝑtin’ poſſeſſionat’ exiſten’ Predcōqȝ F. L. de rev̄cōne inde ſeiſ’ exiſten’ p̄dcus̄ F. poſtea ſcilt decimo ſeptimo die Apr’ anno decimo nono ſupradicto apud L. p̄d ꝑ quandm̄ aliam Indentur’ inter ipm̄ F. ex una parte & p̄fat’ M. H. T. P. ex altera parte fcam̄ (cujus quidem Indentur’ ult’ mencōnat’ unam partem ſigillo ipſius F. ſignat’ idem L. hic in Cur’ ꝓfert cujus dat’ eſt eiſdem die & anno ult’ mencōnat’) relaxavit & confirmavit eiſdem M. H. T. P. &c. rev̄cōnem ſuam p̄d teñtor p̄d cum ꝑtin’ & oīe jus ſuū ſtatū & intereſſe de & in eiſdem Habend̄ & tenend̄ eadem eiſdem M. H. T. P. &c. & heredibȝ ſuis ad opus & uſum p̄d F. & hered̄ de corpore ſuo ſuper corpus M. L. tunc ux’ ſue ꝉittime ꝓcreand’ & ꝓ defcū talis exitus tunc ad opus & uſum pred’ F. & hered’ de corpore ſuo ꝉittime ꝓcreat’ ſeu ꝓcreand’ & ꝓ defcū talis exitus ad opus & uſum predcī Lucij pro & duran’ termino vite ipſius L. abſqȝ impeticōne alicujus vaſti Et poſtea ſcil’t viceſimo ſexto die Junij anno Dnī milleſimo ſexcenteſimo ſexageſimo octavo pred’ F. apud L. pred’ obijt de rev̄cōne pred’ ſeiſ’ ut prefertur ſine hered’ de corpore ſuo exeun̄ poſt cujus mortem idem L. ſeiſ’ fuit & adhuc ſeiſ’ exiſtit de rev̄cōne pred’ in dominico ſuo ut de libo tenemento pro termino vite ipſius virtute Indentur’ pred’ Et poſtea ſcilt decimo die Auguſti anno milleſimo ſexcenteſimo ſexageſimo octavo ſupradicto idem Lucius apud L. pred’ dedit notic’ eidem J. H. Ipſoqȝ L. ſic de rev̄cōne pred’ ſeiſ’ exiſten’ ac pred’ J. de Meſſuagio predcō cum pertin’ ſic ut prefertut poſſeſſionat’ exiſten’ idem J. poſtea ſcilt ult’ die Septembris anno regni dicti Domini Regis nunc viceſimo apud L. pred’ condidit Teſtamentum & Voluntatem ſuam in ſcriptis & per eandem ult’ Voluntatem ſuam conſtituit & ordinavit pred’ E. Executricem Teſtamenti ſui predicti & poſtea ſcil’t primo die Octobris anno regni dicti Domini Regis nunc viceſimo ſupradicto idem J. apud L. pred’ obijt de pred’ Meſſuagio cum pertiñ ſic ut prefertur poſſeſſionat’ poſt cujus mortem pred’ E. ſuper ſe ſuſcepit onus Executōn’ Teſtamenti pred’ ac in Meſſuagium pred’ cum pertin’ intravit & fuit & adhuc eſt inde poſſeſſionat’ ratione executionis Teſtamenti illius Ipſoqȝ L. de rev̄cōne Meſſuagij pred’ cum pertin’ ſic ut prefertur ſeiſ’ exiſten’ Predcōqȝ E. de Meſſuagio pred’ cum pertin’ ſic ut prefertur poſſeſſionat’ exiſten’

iſten' octogint lib̃ de redditu pred' ꝑ quatuor annis integris finit viceſimo quinto die Marcij anno regni dicti Domini Regis nunc viceſimo quarto eidem Lucio poſt mortem pred' F. ſine hered' de corpore ſuo exeunt aretro fuerunt & adhuc exiſtunt inſolut per quod acc̄o accrevit eidem L. ad exigend' & habend' de prefat E. pred' octogint lib Predc̄a tamen E. licet ſepius requiſit' pred' octogint lib̃ eidem L. nondum reddidit ſed ill' ei hucuſq; reddere om̄io contradixit & adhuc contradic' unde dic' q̄d deteriorat' eſt & dampnū habet ad valenciam centū libraꝝ Et inde ꝓduc' ſectam &c.

CEo Declaration fuit trahe per *Townſend* & peruſe per Sir *William Jones* Attorney-General, & uncore come il ſemble ſont aſcun imperfections ſur ceo.

1. Pur ceo que eſt diſt que *F. relaxavit & confirmavit revercon' prædict' &c.* que eſt double; & pur ceo *vid. Lamplugh* & *Shiers* Caſe devant en ceo livre.

2. Pur ceo, que eſt dit que Sir *F. L.* le Releſſor moruſt ſeiſie de dit Reverſion, *ut præfertur*, lou n'eſt alledge devant, que il fuit ſeiſie de Reverſion avantdit per virtue de dit Releaſe, & ſi ad eſtre iſſint plede puiſſoit aver eſtre un Queſtion, ſi ad eſtre bone ſans addition de *necnon vigore Statut' de uſibus, &c.* Car en *Snelling* & *Norton*'s Caſe, 3 *Cro.* 407 eſt reſolve ſur un motion en arreſt de Judgment, que eſt un fault en ſubſtance; mes en *Hob.* 310. eſt dit per *Hob.* que ne beſoigne d'eſtre iſſint plede, quia le Stat. eſt general Ley, & iſſint eſt adjudge en *Baſtard*'s Caſe, *Cro.* 3. 903, & 917. Et iſſint eſt tenus per *Dier* en ſon Report *fo.* 85 *b.*

Un tierce Reaſon eſt, que notice eſt alledge en le Declaration icy; mes n'eſt diſt per que, nec al que, nec de quel tiel notice fuit done. Mes come il ſemble, que ne fuit aſcun beſoigne d'alledger aſcun notice, pur ceo que l'Eſtate fuit execute per le Stat. de Uſes.

Ange v. *Patterſon.*

Cooke. Hill. 35 & 36. Car. 2. Rot. 1757.

Debt pur 200l.

London' ſſ. PEtrus Patterſon nuper de London Yeoman alias dict' Petrum Patterſon de Weſtclandon in Com̄ Surr̄ Yeoman sum̄ fuit ad reſpondend' Ric̄o Ange de płito quod reddat ei ducent' libras quas ei debet & injuſte detinet &c. Et unde idem Ric̄us ꝑ Edrū Ange Attorn̄ suū dic' q̄d cum pred' Petrus viceſimo tertio die Auguſti año regni Dnī regis nunc viceſimo octavo apud London p̄d' in parochia bt̄e Marie de Arcubus in warda de Cheape per quoddam ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri eidem Ric̄o in pred' ducentis libris legalis monete Anglie ſolvend' eidem Ric̄o cum inde poſtea requiſit' fuiſſet predc̄us tamen Petrus licet ſepius requiſit' pred' ducent' libras eidem Ric̄o nondum reddidit ſed ill' ei reddere omnino contradixit & adhuc contradic' unde dic' q̄d deteriorat' eſt & dampnū habet ad valenciam vigint' librar' & inde ꝓduc' Sectam &c. Et ꝓfert hic in Cur' ſcriptum pred' q̄d debitum pred' in forma pred' teſtatur cujus dat' eſt eiſdem die & año.

Narr'. Sur obligat' fait 23 Aug. 28 Car. 2.

Barre.

Et predict' Petrus per Carolum Blunt Attorn̄ ſuū ven̄ & defend' vim & injur' quando &c. Et pet' auditum ſcripti obligatorij predc̄i Et ei legitur &c. Pet' etiam audit' conditionis ejuſdem ſcripti Et ei legitur in hec Verba: The Condition of this Obligation is ſuch, That if the above-bounden *Peter Patterſon*, his Executors and Adminiſtrators, do obſerve and perform, fulfil and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Conditions and Agreements which on his or their part and behalf are or ought to be obſerved, performed, fulfilled and kept, compriſed and mentioned in certain Articles of Agreement indented bearing even Date with theſe Preſents made and expreſſed to be made between the above-named *Richard Ange* of the one part, and the ſaid *Peter Patterſon* of the other part; and that in and by all things according to the Purport of the ſame Articles, without fraud, then this Obligation to be void, or elſe to remain in full force. Quibus lectis & audit' idem Petrus dic' quod p̄dc̄us Ric̄us acc̄onem ſuam pred' inde v̄ſus eum habere non debet Quia dic' quod articuli p̄d' in condic̄one pred' ſuperius menc̄onat' fact' fuer' apud London p̄d' in Parochia & Warda pred' predc̄o viceſimo tertio die Auguſti año regni dc̄i Dnī Regis nunc viceſimo octavo ſupradicto inter p̄dc̄m Ric̄m Ange ꝑ nomen Ric̄i Ange de Kingſton

Le Condit' del Obligat' a performer Articles de Agreement fait enter Pl. & Def.

Les Art' 23 Aug. 28. Car. 2.

ſuper, Thames in Com̄ Surr̄ Pandoxator̄ ex una parte & prefat̄ Petrum Patterſon de Weſt Clandon in eodem Com̄ Yeoman ex altera parte (Quoꝝ quidem articuloꝝ unam partem ſigillo ipſius Ric̄i ſigillat̄ geren̄ dat̄ eiſdem die & an̄o idem Petrus hic in Cur̄ ꝓfert) ꝑ quos quidem articulos teſtatur Imprimis quod p̄d' Ric̄us Ange tam pro conſideracōne viginti ſolidoꝝ legalis monete Anglie ei in manibus ſolut̄ per pred' Petrum Patterſon ante ſigillacōnem & deliberacōnem articuloꝝ p̄dcoꝝ recepcōnem inde ꝑ eoſdem articulos fuit agnot̄ Ac etiam ſum̄e centum & vigint̄ libraꝝ amplius ſolvend' & ſecurand' Anglice ſecured p̄fat̄ Ric̄o Ange ꝓut in articulis predcis̄ mencōnat̄ convenit conceſſit & agreavit ad & cum prefat̄ Petro Patterſon executoribus & adminiſtratoris ſuis per articulos pred' modo & forma ſequen̄ videl̄t Quod ipſe pred' Ric̄us executores vel Adminiſtratores ſui exiſten' prius ſolut̄ & ſecurat̄ dict̄ centu̅ & viginti libras (prout in articulis predcis̄ poſtea mencōnatur) eſſent & voluiſſent ſuper rationabili requiſicōn infra quatuor dies pr' ante Feſtum Sc̄i Michaelis Arch̄i tunc ꝓx' ſequen̄ ꝑ ejus vel eoꝝ ſufficien̄ fact̄ barganie & vendicōn in quo omnes neceſſar̄ & uſual' convencōnes fuer' inſerend' Anglice inſerted concedere & ſecurare Anglice aſſure p̄fat̄ Pero Patterſon executoribus & adminiſtratoribus ſuis omnia bona catalla & res (except' vinum & utenſill' Anglice Utenſils & res pertinen̄ ad cellar̄ vini Anglice Wine-Cellar tantum) que fuer' mencōnat̄ & comprisat̄ in ſchedula in articulis p̄dcis̄ annexat̄ Anglice annexed que fuer̄ nuper bona Nichi Knott & fuer' tunc remanen̄ & ſtan̄ in hoſpicio communit̄ vocat̄ le Hand in Hand in Kingſton p̄dict̄ Item quod ſi p̄d bona catalla & res compris̄ in ſchedula p̄dca aut aliqua pars inde (except̄ ut predict̄) forent imbeſillat̄ Angl' imbezeled vel ſpoliat̄ ꝑ vel ante ſigillacōn & execucōn fact̄ barganie & vendicōn in articulis p̄dcis̄ ſuperius mencōnat̄ quod tunc ipſe idem Ric̄us Ange Executores & adminiſtratores ſui eſſent & voluiſſent facere bon̄ eadem in ſpecie aut ſuper rationabilem requiſicōn daret & allocaret Anglice allow p̄fat̄ Petro Patterſon & aſſign̄ ſuis tant̄ pecunie quant̄ eadem bona vel res ſic predict̄ imbeſilat̄ vel ſpoliat̄ forent eſtimat̄ Anglice rated ac in p̄dca ſchedula vel ꝓut duo Hoſpitatores de Kingſton p̄d fore indifferent̄ elect̄ ꝑ partes p̄dcas̄ adjudicarent & eſtimarent Anglice value eadem Et ulterius quod ip̄e p̄d Ric̄us executores & adminiſtratores ſui exiſten̄ ſolut̄ & ſecurat̄ Anglice ſecured p̄d centum & viginti libras ſecd̄m intens̄ Anglice purport articuloꝝ p̄dcoꝝ eſſent & voluiſſent ꝑ ejus vel eoꝝ ſufficien̄ indentur̄ dimiſſionis Anglice Leaſe in qua omnes neceſſar̄ & uſual' convencōn fuer̄ inſerend̄ Anglice inſerted & compris̄ admittere

&

Le Pl. covenant que en conſiderat' de 20 l. a luy pay & 120 l. d'eſtre pay, &c.

Il voiloit per ſufficient veyance aſſurer al Def. tous le biens & chattels, &c.

Que ſi les biens, &c. ſerront imbezel ou ſpoil, le Pl. voile faire eux bone al Def. ou en ſpecie.

Et qu'il voiloit demiſer le Inn, &c. Def. pnr le reſidue de ſon terme.

& locare Anglice lett p̄fat Petro Patterſon executoribus & aſ-
ſign̄ ſuis p̄d hoſpitiū cum novo cellar̄ & omnes extradomos
Anglice Out-houſes horrea ſtabula gardina & pertinen' adinde
ſpectan' ꝓ toto termino an̄oꝝ qui p̄fat Ric̄us Ange habuiſſet
ventur' in eodem a viceſimo nono die Septembris ꝓx' futur' ex-
cept tantum unū menſem ejuſdem termini ad & ꝓ an̄ual' red-
dit viginti & novem librarū & octo ſolidoꝝ ſolvend̄ quarternat
Anglice Quarterly ad quatuor maxime uſual' Feſta in an̄o except
tantum ult̄ quarter' Anglice Quarters Rent qui fuit reſervand'
& faciend' ſolubil' ſup ꝓx' quarter' diem vel Feſtum ꝓx' ante ex-
piracon' ejuſdem termini In conſ inde p̄dcus Petrus Patter-
ſon ꝓ ſe executoribus & adminiſtratoribus ſuis convenit conceſ-
ſit & agreavit ad & cum prefat Ric̄o Ange executor' & admini-
ſtrator' ſuis ꝑ articulos p̄d q̄d ip̄e p̄dcus Petrus Patterſon ex-
ecutor' adminiſtrator' & aſſignat ſui eſſent & voluiſſent ſolvere
p̄dc̄o Ric̄o Ange executoribus & aſſign' ſuis ad vel in hoſpitiū
ſupramenc̄onat ſum̄am ſexagint librar legalis monete Anglie
ſuper viceſimū nonū diem Septembris tunc ꝓx' ſequen' Et
tunc etiam daret ſufficien' ſcript Anglice Bond vel obligac̄on'
ſub manu & ſigillo p̄fat Petri Patterſon executorū vel admini-
ſtratorū ſuorū ꝓ ſoluc̄one ſexaginta librarū amplius conſimilis
legalis monete infra quatuor menſes tunc ꝓx' ſequen' in plene
centum & viginti librarū ſupius menc̄onat Et agreat fuit per
& inter p̄dcas partes articulis p̄dcis. Quod p̄d' Ric̄us Ange
executor & adminiſtrator ſui fuit & fuer ad ſerviend p̄d domū
vel hoſpitiū cum primat cerviſia lupulat Anglice ſtrong Beer &
primat cerviſia illupulat Anglice ſtrong Ale duran' toto tem-
pore dimiſſionis ſapramenc̄onat fore locand Anglice lett ꝑ illū
vel illos p̄fat Petro Patterſon executor adminiſtrator vel aſ-
ſign' ſuis (illo p̄fat Ric̄o Ange executor & adminiſtrator ſuis de
tempore in tempus duran' eodem termino vendend & deliberand
p̄dc̄o Petro Patterſon executor vel aſſign' ſuis quam bon'
potum ambarum ſortiū Anglice ſorts ut fuer uſual' vendit &
deliberat alijs hoſpitatoribus de Kingſton pred) Item agreat
fuit ꝑ & inter p̄d partes articulis p̄d q̄d p̄d Petrus Patterſon
intret Anglice enter ſuper predcum hoſpitm & ꝑmiſs' & omnia
bona pred' except ut prefertur ſuper p̄dcm viceſimum nonum
diem Septembr' & ab illo die fuer onerat Anglice charged cum
redditu eorū ꝑmiſſorū Et q̄d ſup eundem viceſimū nonū diem
Septembris p̄dcus Ric̄us Ange executor adminiſtrator & aſ-
ſign' ſui fuit vel fuer ad deliberand pacificam & quiet poſſeſſion'
ejuſdem prefat Petro Patterſon vel aſſign' ſuis Et quod p̄d
Ric̄us Ange executor vel adminiſtrator' ſui fuer' ad ſatisfa-
ciend' & ſolvend' omnia reddit & onera Anglice Taxes pro
caminis

Del 24 Sept. enſuant except un mois, al annual Rent de 29 l. payable quarterly.

Def. covenant al paier 60 l. al Pl. ſur le 29 Sept. enſuant.

Et qu'il doneroit Obligat. al Pl. pur le payment del auter 60 l. en plein del dit 120 l.

Agreement que le Pl. fuit al ſerver le Def. ove ſtrong Beer & Ale durant le terme.

Le Pl. deliveront cy bon come ſont uſual.

Agreement que le Pl. poit entrer ſur le 29 jour de Sept.

Et que le Pl. ſatisfieroit

caminis Anglice Chimneys pauperibus vel aliter ad eundem viceſimum nonū diem Septembr̄ Poſtremo fuit agreat̄ ꝑ & inter p̄dcas̄ partes articulis p̄dcis̄ q̄d im̄ediat̄ poſt ſigillacōn & execucōnem dimiſſionis ſupꝛamencōnat̄ fieri ꝑ p̄dcm̄ Ricūm Ange executor̄ vel adminiſtrator̄ ſuos ipē pꝛedcus̄ Petrus Patterſon executor̄ vel adminiſtrator̄ ſui ſuper requiſicōnem ſigillaret & execut̄ Anglice execute p̄fat̄ Ricō Ange executoꝛibus vel adminiſtratoꝛibus ſuis contra partem Anglice counterpart ejuſd̄ dimiſſionis Anglice Leaſe ꝓut ꝑ articulos p̄d plenius liquet & apparet Que ſunt omnia & ſingula convencōnes conceſſiones articuli condicōn̄ clauſula & agreament̄ in articulis pꝛed̄ content̄ ex parte ipſius Petri cuſtodiend̄ & perfoꝛmand̄ Et idem Petrus ulterius dic̄ q̄d ipē idem Petrꝰ Patterſon ſempꝛ a tempoꝛe confeccōnis articuli p̄d' uſq; diem impetracōn' b̄ris oꝛiginal' ipſ̄ Ricī Ange p̄d bene & veracit̄ cuſtodivit & ꝑfoꝛmavit omnia & ſingula convencōn̄ conceſſion̄ condicōn' clauſula articul' & agreament̄ in eiſdem articulis content̄ que ex parte ipſius Petri Patterſon cuſtodiend̄ & ꝑfoꝛmand̄ fuer̄ ſecundum foꝛmam & effectum articuloꝝ pꝛedcoꝝ Et hoc parat̄ eſt verificare unde pet̄ judicm̄ ſi pꝛedcus̄ Ricus̄ Ange accōnem ſuam p̄d inde verſus eum habere debeat &c.

Que le Def. doneroit un counterpart del dit demiſe ſur requeſt.

Plea que il ad performe touts les covenants, &c.

Et p̄d Ricūs dic̄ q̄d ipē ꝑ aliqua p̄allegat̄ ab accōne ſua p̄d ꝑcludi non debet quia ꝓteſtando q̄d p̄d Petrus non ꝑimplevit ſeu ꝑfoꝛmavit aliqua articulos ſive agreamenta in articulis p̄d ſuperius ſpecificat̄ ex parte ſua ꝑimplend̄ ſive ꝑfoꝛmand̄ ſecundū foꝛmam articuloꝝ p̄d ꝓ ꝑlito dic̄ q̄d tempoꝛe confeccōnis articuloꝝ p̄d ſcilt viceſimo tertio die Auguſti an̄o regni dicti Dnī Caroli ſecundi nunc Regis anglie viceſimo octavo ſupꝛadicto ipē p̄d Ricūs poſſeſſionat̄ fuit de pꝛed̄ hoſpitio & p̄miſſis p̄d ꝑ articulos p̄d eidem Petro ut p̄fertur agreat̄ foꝛe dimittend̄ ꝓ reſiduo cujuſdam termini an̄oꝝ ad determinand̄ & per effluctionem tempoꝛis expirand̄ ad finem novem an̄oꝝ & novem menſiū poſt p̄dcm̄ viceſimū nonū diem Septembꝛis an̄o viceſimo octavo ſup̄dicto tunc ꝓx' futur̄ Et ſic inde poſſeſſionat̄ exiſten' poſt confeccōnem articuloꝝ pꝛed̄ ſcilt viceſimo octavo die Septembꝛis an̄o viceſimo octavo ſup̄dicto apud paroch p̄d in Warda q̄d ꝑ quandam indenturam ſuam inter p̄d Ricūm ꝑ nomen Richardi Ange de Kingſton ſuꝑ Thames in Com̄ Surrey ex una parte & p̄d Petrum ꝑ nomen Petri Patterſon de Weſt Clandon in p̄d Com̄ Surrey Yeoman de altera parte fact̄ (cujus alteram partem ſigillo ipſius Petri ſignat̄ idem Ricūs modo hic in Cur̄ ꝓfert cujus dat̄ eſt eiſdem die & an̄o ult̄ ſup̄dict') Idem Ricus̄ dimiſit hoſpicium & p̄miſſa p̄d ꝑ articulos p̄d

Replicat'.

Que il le jour del date de les Articles fuit poſſeiſe del premiſſes del reſidue d'un terme de 9 anns & 9 mois apres le dit 29 jour de Septemb.

Que il le 28 jour de September, &c. per Indent'. Demiſe al Def &c. les premiſſes pur tout ſon term except un' mois.

ut p̃fertur agreat̃ foꝛe dimittend̃ Habend̃ p̃miſſa pꝛedict' eidem Petro executoꝛib9 & aſſign' ſuis ꝓ toto termino quꝺ p̃dcus̃ Ricus̃ tunc habuit ventur̃ in eiſdem a pꝛed̃ viceſimo nono die Septembꝛis tunc ꝓxime futur̃ except̃ tantum unum menſem ejuſdem termini ſcilt a p̃d̃ viceſimo nono die Septembr̃ añs viceſimo octavo ſup̃dicto ꝓ & durante termino novem añoꝛum & octo menſium tunc ꝓxime ſequen' Per quam quidem indenturam teſtatur q̃d pꝛed̃ termino novem añoꝝ & octo menſium eidem Petro ꝑ eundem Ricum ut p̃fertur dimiſſ' fuit dimiſſ' in p̃ſecuc̃one articuloꝝ p̃d' ꝓut ꝑ indenturam pꝛed̃ plenius liquet Virtute cujus quidem dimiſſionis p̃d̃ Petrus poſtea ſcil't triceſimo die Septembꝛis año viceſimo octavo ſup̃dicto in p̃miſſa p̃d̃ intravit & fuit inde adtunc & continue poſtea hucuſq; de p̃miſſis p̃d̃ poſſeſſionat̃ Et ipꝺ idem Ricus dic̃ q̃d ipꝺ p̃d̃ Ricus̃ a tempoꝛe confectc̃onis dimiſſion̄ pꝛed' hucuſq; ſemper paratus fuit ad ſerviend̃ hoſpitium p̃d̃ cum bona pꝛimar̃ cerviſia lupulat & pꝛimar̃ cerviſia illupulat̃ quas uſualit̃ vendit̃ & deliberat̃ fuit aliis hoſpitatoꝛibus de Kingſton' pꝛed̃ tempoꝛe confectc̃on̄ articuloꝝ p̃d̃ ſecdm foꝛmam & effecm articuloꝝ p̃d̃ in ea parte ut p̃fertur fac̃ videlt apud Kingſton p̃d̃ Sed idem Ricus̃ ulterius in facto dic̃ q̃d poſt p̃dcm viceſimum nonu diem Septembꝛis año viceſimo octavo ſup̃dicto & infra tempus p̃d' in quo ſecdm articulos p̃d̃ ipꝺ p̃d̃ Ricus̃ fuit ad ſerviend̃ hoſpitium pꝛed' cum pꝛimar̃ cerviſia lupulat̃ pꝛimar̃ cerviſia illupulat̃ ſcilt viceſimo die Novembꝛis año regni dicti Dni Regis nunc viceſimo nono apud paroch̃ p̃d' in warda pꝛed' ipꝺ pꝛed' Petrus diu̾ſas quantitates pꝛimar̃ cerviſie lupulat̃ & pꝛimar̃ cerviſie illupulat̃ ſcilt quatuoꝛ cades pꝛimar̃ cerviſie lupulat̃ & quatuoꝛ cades pꝛimar̃ cerviſie illupulat̃ de aliis pandoxatoꝛibus eidem Rico ignot̃ ꝓ diverſis denar̃ ſum̃is emebat & in hoſpitium pꝛed accepit & poſuit & pꝛed' cervis̃ lupulat̃ & cervis̃ illupulat̃ ult̃ menc̃onat̃ poſtea ſcilt viceſimo quinto die Novembꝛis año viceſimo nono ult̃ ſupꝛadict̃ diverſis hoſpitibus ad hoſpitium ill' venientibus ꝑ diverſas menſuras in hoſpitio pꝛed' ꝓ lucro inde vendidit contra foꝛmam & effecm articuloꝝ pꝛed̃ Et hoc parat̃ eſt u̾ificare unde pet̃ Judicm & debm ſuu pꝛed' una cum dampnis ſuis occ̃one detenc̃onis debi illius ſibi adjudicari &c. Demurrer & Joinder en Demurrer.

Que le Pl. enter per vertue de ceo.

Averment que le Pl. fuit touts temps priſt a ſerver le Inne ove Beere & Ale.

Breach. Que le Pl. durant le dit Terme ad eme ſon Beer & Ale de auters Brewers & ceo ad vend en le dit Inne.

EN ceo Caſe fuit ſolement inſiſt per le Counſel del Defendant, que le Plaintiff duiſſoit aver alledge, que il ad port al le Inne aſcun Beere ou Ale pur le Defendant; & que il ad refuſe d'accept ceo.

Mes al ceo fuit reſpond' per le Counſel del Defendant, que ſerroit unreaſonable a compeller le Plaintiff a porter choſe cy ponderous al Inne, ſi il ne ſache que il voit eſtre accept; & que le Defendant ne fuit oblige d'accept' pluis que il ad de temps en temps occaſion a uſer en ſon Inne, & pur ceo fuit reaſonable que le Defendant doneroit notice al Plaintiff de temps en temps, quel quantity ſon occaſions require, & quand ſerroit port eins, ſans que fuit impoſſible pur le Plaintiff a performer ſon Covenant ove le Defendant; & a prover ceo ceux Caſes fueront cite, *Holder* & *Taylor*'s Caſe, *Rolls* 1 *Abr*. 465. Lou eſt reſolve que ſi Homme demiſe al auter un Molin, & le Leſſee covenant a repairer ceo de temps en temps, & le Leſſor covenant a trover Timber pur les Repaires; que le Leſſee doit doner notice al Leſſor quel Timber voile ſuffice. Si Home covenant ove auter, que il avera le diſpoſition de une de ſes Files, le Covenantor n'eſt oblige a deliver aſcun de eux al Covenantee, devant il require un de eux d'eſtre deliver a luy, pur ceo que il ne poit ſcaver que de eux il avera, *Mo*. 72. per touts les Juſtices. Et pur meſme le Reaſon le Defendant, en le Caſe icy, duiſſoit aver done notice al Plaintiff, de quantity de Ale & Beere que il porteroit eins, car ceo fuit un choſe que ne puit giſer en ſon cognizance. Auters Caſes fueront auxi cite a ceſt purpoſe, *viz*. 1 *Cro*. 571. *Anonimus*, 2 *Cro*. 432. *Hennig*'s Caſe, *Hob*. 51. *Holme* & *Twiſt*'s Caſe, 3 *Cro*. 249. *Brable* & *Hollywel*'s Caſe, *Rolls Tit. Condit*. 469. *Harris* & *Gibbons* Caſe. Jeo ne oy plus de ceo Caſe. Et le Caſe ne fuit determine ſur cet Argument. Et nul Judgment eſt enter ſur le Roll. *Lutwyche* fuit Accounſel ove le Plaintiff.

Duppa & al' v. *Stephens.*

Cooke. Hill. 36 & 37 Car. 2. Regis. Rot. 331. C. B.

Debt pur 5 l. per les Gent. Uſhers, &c. pur un Fee due del Def. quand il fuit fait Chivaler.

Midd' ſſ. WIll'us Stephens nup de Inſula Vectis in Com Southton Mil' ſum fuit ad reſpondend Thome Duppa Mil' Henr' Carr Ar' Bryan Turner Ar' & Henr Boulſtroode Ar' ſervientibꝰ Dni Regis nunc Anglice Gentlemen-Uſhers Daily-waiters Regie Majeſtat de pl'ito qd reddat eis quinq; libr quas eis debet & injuſte detinet &c. Et unde ijdem Thomas Henr Carr Bryan Turner & Henr Boulſtroode per Nichum Boning Attorn ſuu dicunt qd cum Officiu ſervient Dni Regis Anglice of the Gentlemen-Uſhers Daily-waiters Regie Majeſtatis eſt & a tempore cujus contrarij memoria hominu non exiſtit fuit antiquu Officiu ac exercit execut & occupat p quatuor perſonas adinde nõiat & appunctuat p dcm Dnm Regem nunc & Progenitores ſuos Reges & Reginas Anglie p tempore exiſten de tempore in tempus quoties aliqua pſona ex pd quatuor perſonis mori vel a loco ſuo inde amoveri contigit Cumq; etiam a toto tempore ſupradicto Officiarij pd in Officio pd conſtitut p tempore exiſten huer & recep & here & recipere uſi fuer & conſuever quoddam feodum quinq; libr Sterlingor de qualibt perſona que Gradum Militarem a Dño Rege & Predeceſſoribꝰ ſuis Regibꝰ & Reginis Anglie ſeu eor aliquibꝰ p tempore exiſten voluntarie & ſine aliqua compulſione receperit & ſuſceperit tanquam ad eor Officiu pd ſpectan & pertinen Et ulterius ijdem Thomas Duppa Henr Carr Bryan Turner & Henr Boulſtroode dicunt qd decimo die Octobr anno regni dci Dni Regis nunc triceſimo ſexto & diu antea ijdem Thomas Duppa Henr Carr Bryan Turner & Henr Boulſtroode fuer & diu poſtea extiterunt ſervientes Dni Regis nunc Anglice Gentlemen-Uſhers Daily-waiters Regie Majeſtatis videlt apud Weſtm in Com Midd Cumq; dcus Dnus Rex nunc pd decimo die Octobr anno triceſimo ſexto ſupradicto apud Weſtm pd Gradum Militarem ſuper eundem Willm Stephens contulit quem quidem Gradum Militarem idem Willus Stephens adtunc & ibm a dco Dño Rege nunc voluntarie & ſine aliqua coercõne recepit & in ſe ſuſcepit per quod acco accrevit eiſdem Thome Duppa Henr Carr Bryan Turner & Henr Boulſtroode ſervientes Dni Regis nunc Anglice the Gentlemen-Uſhers Daily-waiters Regie Majeſtat ad exigend & hend de pfat Willo

Queles Gent. Uſhers de temps dont &c. ount receive un Fee de 5 l. de aſcun perſon qui voluntariment & ſans compulſion ad receive le Degree de Chivaler.

Quel Degree le Roy confer ſur le Def. & il voluntariment emprize ceo.

Stephens p̄d quinqȝ lib̃ p̄d tamen Will'us Stephens licet ſepius requiſit &c. p̄d quinqȝ lib̃ eiſdem Thome Duppa Henr' Carr Bryan Turner & Hen̄ Boulſtrœde nondum reddidit ſed ill' eis reddere hucuſqȝ om̄io contradixit & adhuc contradicit Et unde iidem Thomas Duppa Hen̄ Carr Bryan Turner & Henr' Boulſtrœde dic' qd' deteriorat' ſunt & dampnu' hent ad valenc' vigint' libr' Et inde ꝓducunt ſectam &c.

Barr. Que il en ſole obedience al command le Roy ad receive le Degree, &c.

Et p̄d' Will'us Stephens per Edwardu' Pittis Attornat' ſuu' ven' & defend' vim & injur' quando &c. Et dic' qd' p̄d' Thomas Duppa Henr' Carr Bryan Turner & Henr' Boulſtrœde accon' ſuam p̄d' v̄ſus eum here non debent quia dic' qd' ipſe idem Will'us p̄d' tempore in Narr' p̄d' ſuperius ſpecificat' in ſola obedientia mandat' Dni' Regis nunc Gradu' Militar' pred' in Narr' pred' ſuperius ſpecificat' ſuit & recepit videl't apud Weſtm' pred' in Com' pred' Et hoc parat' eſt v̄ificare unde pet' Judic'm ſi pred' Thomas Henr' Bryan & Henr' accon' ſuam pred' v̄ſus eu' here debeant &c. Demurrer, & Joinder en Demurrer.

CEſt Caſe fuit argue per *Holt* Serjeant le Roy pur le Pl. & per *Levinz* pur le Def. Et pur le Pl. fuit dit, que le Declaration fuit bone, car le Office eſteant un auncient Office, un Fee poiet eſtre appertainant al ceo, & donque un Action de Debt poit eſtre port pur ceo. Et il dit que le Plea fuit male, pur default de travers, *viz. Abſq; hoc quod Def. recepit vel ſuſcepit Gradum Militar' voluntarie & ſine compulſione*; Et ſans ceo le Plea fuit forſq; argumentative al mieux, & ne directment reſpond le Declaration, car ils claime de cheſcun que voluntariment receive le Honour. Et le Def. dit, que il ceo receive en pure obedience al Commands le Roy, que n'eſt reſpons ſans Travers, *&c.* car ſi le Roy command un choſe, & jeo obey, ceſt Obedience poit eſtre ſans coertion, car ſi jeo ay refuſe, nul Penalty enſuera puis le Stat. per que le Court de Guards eſt adempt, & tout reſt ſur le parol *ſola*, que import que ſi le Roy n'ad command, il n'ad accept le Honour; Et il dit que quand le Plea eſt directment contrary al matter en le Declaration, n'eſt bone ſans Travers; Et pur ceo il cite 3 *Cro.* 285. & 2 *Cro.* 657.

Levinz pur le Def. dit, que il priſt nul Exception al Narr. pur les Reaſons avantdits, mes ſolement pur ceo, que ils p̄ſcribe en un Office d'eſtre execute per quater perſons, d'eſtre noſme & appoint per le Roy, cy toſt come aſcun de eux quater moruſt, ou ſoit remove; & per ceo touts les Officers ſont hors, & le Office eſt determine.

Et quant al fault de Travers, il dit, que la parol (*ſola*) ferra negative.

Le Caſe fuit auter foits argue per *Pemberton* pur le Pl. & *George Strode* pur le Def. & donque *Strode* priſt deux auters Exceptions al Declaration, *viz.*

1. Que les Plaintiffs n'ount monſtre que le Office fuit grant al eux.
2. Que lour noſmes ne fueront bien lay, car *ſervient' Domini Regis* poit eſtre intend Serjeant al Ley de Roy, Serjeant Trumpeter ou aſcun auter Serjeant le Roy.

Mes nient obſtant ceux Objections, le Court fuit de opinion, que le Action bien giſt, que le Declaration fuit bone, & que le Plea fuit male pur default de Travers, & que les Pls. averont Judgment; mes nul Judgment eſt enter ſur le Roll.

Quant al Travers, il eſt ore adjudge en Sir *R. Bovye*'s Caſe, 1 *Ven.* 211. & 217. Que en Action pur Eſcape, ſi le Pl. declare ſur un voluntary Eſcape, & Def. plede que il repriſt le Priſoner ſur freſh purſuit, le Def. ne beſoigne a traverſer le voluntary Eſcape, pur ceo que ne fuit neceſſary al Action, & fuit impertinent d'alledger ceo en le Declaration, & hors de temps a metter ceo en le Declaration; mes fuit a vener eins per le Replication.

Mes en Caſe icy le voluntary acceptance del Honour ſans compulſion eſt del Eſſence del Action, & iſſint nient ſemblable al Action d'Eſcape, Judgment fuit done pur les Pls.

Mitchel v. *Pope*.

Cooke. Mich. 1 Jac. 2. Regis. Rot. 565.

Dorſ' ſſ. **WIll'us Pope nup de Cheſſelborne in Com̄ p̄d Yeoman al's p̄dcus Willm̄ Pope de Cheſſelborne in Com̄ Dorſ Yeom̄ ſum̄ fuit ad reſpondend Johi Mitchel de plito qd reddat ei ſexcentas libras quas ei debet & injuſte detinet &c. Et unde idem Johes p Johem Carpenter Attorn' ſuum dic' qd cum p̄dcus Will'us viceſimo nono die Septembris anno regni Dni noſtri Caroli ſecundi nup Regis Anglie &c. triceſimo quinto apud Shaſton' p quoddam ſcriptum ſuum obligatorium conceſſit ſe teneri eidem Johi in p̄d ſexcent libris ſolvend eidem Johi cum inde requiſit fuiſſet p̄dcus tamen Will'us licet ſepius requiſit p̄d ſexcent libras eidem Johi nondum reddidit**

Narr' ſur obl' de 600l.

dit ſed ill' ei reddere hucuſq; contradixit & adhuc contradic' unde dic' q̃d deteriorat̃ eſt & dampnũ h̾et ad valenciam decem librar̃. Et inde ꝑduc' ſectam &c. Et ꝓfert hic in Cur̃ ſcriptum p̃d̃ q̃d debitum p̃d̃ in forma p̃d̃ teſtatur cujus dat̃ eſt die & anno ſup̃dictis &c.

Barr.

Et p̃dcus Willus p Georgiũ Palmer Attorn' ſuũ ven' & defend' vim & injur̃ quando &c. Et petit audit̃ ſcripti p̃dci & ei legitur &c. petit etiam audit̃ condicõnis ejuſdem ſcripti & ei legitur in hec verba ſt. The Condition of the Obligation above-written is ſuch, That if the above-bounden *William Pope*, his Heirs, Executors and Adminiſtrators, do and ſhall for his and their parts and behalfs, in all things well and truly ſtand to, obſerve, perform, fulfil and keep the Award, Arbitrament, Order, Judgment, final End and Determination of *George Style* of *Mapowder* in the above-ſaid County of *Dorſet*, Gent. and *George King* of *Langton* in the Iſle of *Purbeck* in the ſaid County of *Dorſet*, Clerk, Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid above-bounden *William Pope*, as of the above-named *John Mitchel*, to award, arbitrate, order, judge, determine and final end to make of, for, upon, touching and concerning all and every Action and Actions, Suits, Variances, Controverſies, Sum and Sums of Money, Claims and Demands whatſoever, had, moved, depending or ſtirring, or having been, or now being in queſtion, ſuit, trouble or controverſie between the ſaid parties, ſo as the ſaid Award, Arbitrament, Order, Judgment, final End and Determination of the ſaid Arbitrators, for, upon and concerning the Premiſſes, be made, and put into Writing under their Hands and Seals, ready to be delivered to the ſaid parties on or before the thirteenth day of *November* next enſuing the date above-written, that then the Obligation above-written ſhall be void and of none effect, or elſe remain in full force and virtue. Quib; lect̃ & audit̃ idem Willus dic' q̃d p̃d Johes accõnem ſuam p̃d inde verſus eum h̾ere non debet quia dic' q̃d p̃d' Georgius Style & Georgius King Arbitratores in condicõne p̃d nõiat̃ poſt confeccõnem ſcripti obligatorij p̃d' & ante p̃d' tertium decimum diem Novembris in condicõne p̃d' ſpecificat̃ non fecer̃ publicaver̃ ſeu deliaber̃ aliquod Arbitrium in ſcriptis ſub manib; & ſigillis ſuis de & ſup̾ p̾miſſis in condicõne p̃dca ſup̾ius ſpecificat̃ Et hoc parat̃ eſt verificare unde pet̃ Judicm̃ ſi p̃d' Johes accõnem ſuam p̃d' verſus eum h̾ere debeat &c.

Oyer de condit'. que eſt a performer le Agard de G. S. & G. K.

Nul agard fait.

Replic. Les Arbitrators feſoient un Agard.

Et p̃dcus Johes dic' q̃d' ipſe per aliqua p̾allegat̃ ab accõne ſua p̃dca h̾end' p̾cludi non debet quia dic' q̃d p̾ed' Georgius Style & Georgius King Arbitratores in condicõne p̾edca ſuperius nõiat̃ poſt confeccõnem ſcripti obligatorij p̃dci & ante p̾edcm̃ predcm̄ tertium decimum diem Novembris in condic̄one pred' ſpecificat̄ ſcil't nono die Novembris anno triceſimo quinto ſupradicto apud Shaſton pred' accepto ſuper ſe onere arbitrandi & ordinandi inter partes predcas̄ de & ſuper premiſſis in condic̄one pd̄ ſpecificat̄ feceř publicaveř & declaraveř Arbitrium ſuū in ſcriptis ſub manib9 & ſigillis ſuis de & ſuper premiſſis in Condic̄one predcā ſpecificat̄ adtunc & ſemper poſtea parat̄ deliband' utriuſq; partiū predcaꝝ per qd quidem Arbitrium hic in Cur̄ prolat̄ (cujus dat̄ eſt eiſdem die & anno ult' menc̄onat') iidem Arbitratores ordinaveř & arbitraveř de & ſuper premiſſis in Condic̄one predcā ſuperius ſpecificat' qd pred' Will'us Pope executores adminiſtratores vel aſſign' ſui bene & vacit' ſolvet vel ſolvi cauſaret eidem Johi Mitchel executorib9 adminiſtratorib9 vel aſſign' ſuis in jure Marie uxoris ipſius Johis Mitchel & ut ejus plenam medietat' porcon' part' & ꝓporc̄onem Anglice ſhare ſtatus Henrici Payne nuper deceſs' patris ipſius Marie ſum̄am ducentaꝝ & quinquaginta libraꝝ legalis Anglican' monete modo & forma ſequen' videl't ſum̄am quinquaginta libraꝝ part inde ſuper viceſimum quartum diem Decembris tunc pr' ſequen' dat' ejuſdem ſcripti Arbitrij ſum̄am centum libraꝝ al' part' inde ſuper viceſimum quintum diem Marcij tunc pr' ſequen' dat' ejuſdem ſcripti & ſum̄am centum libraꝝ reſid' inde ſuper viceſimū nonū diem Septembris tunc etiam pr' ſequen' dat' ejuſdem ſcripti Et Arbitratores pred' ulterius per ſcriptum ſuū arbitrij arbitraver' qd' ſuper ſoluc̄one & ſatisfacc̄one pred' ſum̄e ducentaꝝ & quinquaginta libraꝝ eidem Johi Mitchel executorib9 adminiſtratorib9 vel aſſign' ſuis modo ut prefertur quod pred' Will'us Pope & Johes Mitchel & hered executores & adminiſtratores ſui darent general' relaxac̄ones alterutro coꝝ ꝓut per idem ſcriptū arbitrij plenius apparet Et idem Johes ulterius dic' qd' licet ipſe idem Johes ſemper parat' fuit bene & vacit' obſervare & performare om̄ia & ſingula in arbitrio predc̄o content' ex parte ipſius Johis obſervand' & performand' ſecundū formam & effectum arbitrij illius ꝓteſtando etiam qd' predc̄us Will'us Pope a tempore confecc̄onis arbitrij pred' hucuſq; non obſervavit perimplevit ſeu performavit arbitrium predcm̄ in aliquo ex parte ſua obſervand' perimplend' & performand ſecundum formam & effectum arbitrij predict' preter ſoluc̄onem predictarum quinquagint' librarum in arbitrio predict' menc̄onat' in facto idem Johannes dic' quod pred' Will'us ſuper pred' viceſimum quintum diem Marcij in arbitrio pred' ſpecificat' vel ad aliquod tempus poſtea hucuſq; non ſolvit eidem Johi pred' centum libras in arbitrio pred' ſpecificat' quas eidem Johi ſuper eundem diem ſolviſſe debuit ſecundum formam & effectum ar-

Le Agard proffer en Court.

Agard que le Def. payeroit al Pl. 250 l.

50 l. de ceo ſur Dec. 24. enſuant.

100 l. de ceo ſur Mar. 25. proch' enſuant.

Et 100 l. reſidue ſur Sept. 29. proch' enſuant.

Ouſter ils agard que ſur payment del dit 240 l. les parties doneront l'un al auter general Releaſes, &c.

Breach aſſign que le Def. n'ad pay le 100 l. agard d'eſtre pay ſur 25 March.

bitrij p̄dci & hoc parat' eſt verificare unde petit' Judicm̄ & debm p̄dicm̄ una cum dampnis ſuis occōne detencōnis debi illiꝰ ſibi adjudicari &c.

Et p̄dcus̄ Willus Pope dic' q̄d p̄d Henricus Payne defunct' in vita ſua ſcilt triceſimo die Septembris año regni Dn̄i Caroli ſecundi nuꝑ Regis Anglie &c. triceſimo ſecundo apud Shafton p̄dcam fecit ultimum Teſtamentum ſuum nuncupativum ac per idem Teſtamentum conſtituit p̄dcam Mariam Uxorem predci Johis Mitchel & quandam Mariam tunc Uxorem p̄dci Willi Pope executores ejuſdem Teſtamenti poſteaq; ſcilt eodem die & año apud Shafton p̄dcam obijt poſt cujus mortem ac ante confectionem ſcripti obligatorij predicti ſcilt primo die Septembris año regni dci nuꝑ Regis Caroli ſecundi triceſimo quinto ſup̄dicto apud Shafton predcam predcā Maria Uxor predci Willi Pope obijt poſt cujus mortem quedam controverſia orta fuit inter predcum Johem Mitchell & prefat Willum Pope de & concernen' toto perſonali ſtatu pred' Henrici Payne Ac ſuperinde predcus̄ Willus Pope ſubmiſit arbitrio prefat Georgij Style & Georgij King ut prefertur quodq; predci Georgius Style & Georgius King non fecerunt arbitriū ſuū de toto perſonali ſtatu predci Henrici Payne in controverſia ut prefertur exiſten' Et hoc parat eſt verificare unde pet Judicm̄ ſi predcus̄ Johes Mitchell accōnem ſuam pred' verſus eum habere debeat &c. Demurrer, & Joinder en Demurrer.

Rejoinder. Que H. P. fiſt un Volunt Nuncupative & ſa Feme & M. la Feme del Pl. Executors. Et que la Feme del Pl. devie devant le feaſance del Obligation apres quel deceaſe Controverſie fuit enter le Pl. & Def. concernant tout le Perſonal Eſtate de H. P. que fuit ſubmit' mes l'agard ne fuit de tout le Perſonal Eſtate.

Fuit object en ceo Caſe per le Counſel del Plaintiff, que le Rejoinder fuit un Departure del Barre de Defendant, pur ceo que per ceo il affirme que nul agard fuit fait; & per le Rejoinder per un fort implitat' eſt confeſſe, que les Arbitrators feſoient un agard. Mes que ne fuit fait de tout le perſonal Eſtate del *Henr. Payne*; & pur ceo, ceux Caſes fueront cite, 2 *San.* 489. *Roberts* verſus *Marriot*. 1 *Sid.* 180. *Morgan* verſus *Man*, *Keilway* 175. *Pl.* 8.

2 Objection fuit, Que le Rejoinder fuit apparentment falſe, car per ceo eſt dist, que le agard ne fuit de tout le Perſonal Eſtate del *Henr. Payne*, lou per le agard le 250 *l.* eſt agard d'eſtre pay al Pl. & come ſa pleine moity, portion, part & proportion del Perſonal Eſtate de dit *Henr. Payne*' Que eſt d'eſtre intend auxi d'eſtre en Satisfaction de ſa Share de tout le dit Perſonal Eſtate. Et ouſter ceo, eſt agard, que ſur le Payment del dit 250 *l.* les parties doner' general Releaſes un al auter, per que eſt

un final agard fait quant al tout le Perſonal Eſtate del dit *Henr. Payne.*

Le Court fuit clearment del Opinion, que le agard fuit un pleine & final agard, & auxi il ſemble al eux que le Rejoinder fuit un Departure del Barre; & le Plaintiff ad Judgment. *Lutwyche* fuit Accounſel ove le Plaintiff.

Elwes v. *Vaughan.*

Belvin. Hill. 1 & 2 Jac. 2. Regis. Rot. 381. C. B.

Debt ſur Obligation ove un ſpecial Condit' pur le ſoyal Service d'un Apprentice. Narr'.

London' ſſ. EDwardus Vaughan nuꝑ de London' Armiger alias dict' Edꝛũ Vaughan de Lloydarth in Com̃ Montgomery Armiger ſum̃ fuit ad reſpondend' Jeremie Elwes de pl̄ito quod reddat ei mille libꝛas quas ei debet & injuſte detinet &c. Et unde idem Jeremias ꝑ Thomam Hooper Attoꝛn' ſuũ dic' quod cum pꝛed' Edꝛus̃ ſeptimo die Marcij anno regni Caroli ſecundi nuper Regis Anglie &c. viceſimo quinto apud London' in parochia btẽ Marie de Arcubꝰ in warda de Cheape ꝑ quoddam ſcriptum ſuũ obligatoꝛiũ conceſſiſſet ſe teneri eid' Jeremie in pꝛedc̄is mille libꝛis ſolvend' eid' Jeremie cum inde requiſit' fuiſſet pꝛed' tamen Edꝛus' licet ſepius requiſit' pꝛedict' mille libꝛas pꝛefat' Jeremie nondum reddidit ſed ill' ei reddere hucuſq; contradixit & adhuc contradicit unde dic' qd' deterioꝛat' eſt & dampnũ habet ad valenciam decem libꝛarum Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptũ pꝛed' q̃d debm pꝛed' in foꝛma pꝛedcã teſtatur cujus dat' eſt die & añno ſupꝛadicto &c.

Oyer del Condit' pred'. Le Condit' que eſt.

Et pꝛed' Edwardus ꝑ Jacobum Coward Attoꝛn' ſuũ ven' & defend' vim & injur' quando &c. Et pet' audit' ſcripti pꝛedcĩ & ei legitur &c. Et pet' etiam audit' condic̃on' ejuſdem ſcripti & ei legitur in hec verba: The Condition of the within written Obligation is ſuch, That whereas *Howell Vaughan*, Son of *Howell Vaughan* late of *Plen-y-wyn* in the County of *Merioneth*, Eſq; deceaſed, in and by one certain pair of Indentures of Apprenticehood bearing even date with the within written Obligation, hath put himſelf Apprentice to the within named *Jeremy Elwes* for the Term of eight Years, commencing from the Day of the Date of the ſaid recited Indentures, as in and by the ſame (whereunto relation being had) it doth and may more fully and at large appear: If therefore

fore the ſaid *Howell Vaughan* the Son, his Executors, Adminiſtrators or Aſſigns, do and ſhall from time to time always hereafter (upon reaſonable Demand) yield and give up juſt and true Accompt and Accompts in Writing, and duly diſcharge him the ſaid *Howell Vaughan* the Son unto the ſaid *Jeremy Elwes*, his Executors, Adminiſtrators or Aſſigns, of, for or concerning all and every ſuch Wares, Moneys, Merchandizes, Specialties, Bills of Debt and other thing and things whatſoever which at any time or times hereafter ſhall happen to come to the Hands, Poſſeſſion or Charge of him the ſaid *Howell Vaughan* the Son, by reaſon or means of his Service with the ſaid *Jeremy Elwes*, either in the parts beyond the Seas or on this ſide; and in caſe it ſhall happen the ſaid *Howell Vaughan* the Son at any time or times hereafter during the ſaid Term of eight Years to imbezle, ſteal, purloyn, mis-ſpend or unlawfully lend, conſume or detain any of the Moneys, Goods, Wares, Merchandizes, Specialties, Bills of Debt, or other thing or things whatſoever of the ſaid *Jeremy Elwes*, his Partners, Executors or Adminiſtrators or of any other Perſon or Perſons wherewith he, they or any of them is, ſhall or may be in any wiſe charged or chargeable, Then if the within-bounden *Elizabeth Vaughan* and *Edward Vaughan*, or either of them, they or either of their Executors or Adminiſtrators from time to time and at all times reſpectively within three Months next after Knowledge or Notice thereof in Writing to him them or any of them to be given by the ſaid *Jeremy Elwes*, his Executors, Adminiſtrators or Aſſignes, or by any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *Jeremy Elwes*, his Executors, Adminiſtrators or Aſſigns, ſufficient and valuable Recompence, Satisfaction and Payment in good and lawful Money of *England*, of and for all ſuch Goods, Wares, Moneys, Merchandizes, Specialties, Bills of Debt and other thing and things whatſoever which ſhall ſo happen by him the ſaid *Howell Vaughan* the Son to be imbezled, ſtolen, purloined, mis-ſpent or unlawfully lent, conſumed or detained as aforeſaid; or whereby the ſaid *Jer. Elwes*, his Executors or Adminiſtrators, ſhall or may be dampnified, the ſame being from time to time affirmed or ſworn by any Perſon or Perſons by his or their Affidavit in that behalf to be made before any Maſter in Chancery, Juſtice of Peace, or other Perſon having Authority to adminiſter an Oath, or being confeſſed by the ſaid *Howell Vaughan* the Son, or otherwiſe proved againſt him, That then this Obligation ſhall be void and of none effect, or elſe ſhall ſtand and remain in full force and virtue. **Quibus lect' & audit' idem Edr̄us dic' q̄d p̄d Jeremias ac̄conem ſuam p̄red' verſus eum habere non debet quia dic' q̄d p̄d Howell Vaughan fil' ſemper a confecc̄one ſcripti obligatorij**

1. A doner un Account de temps en temps en eſcript & dument a diſcharger luy meſme, &c.

2. Si le Apprentice imbezle, &c. aſcun biens, &c.

Donq; le Def. deins 3 moyſes apres notice en eſcript a ſatisfyer pur eux, &c.

Sur profe devant un Mr. en Chancery ou Juſtice de Peace.

Plea que le apprent' ad done Accounts, &c.

Et ad luy meſme diſcharge, &c.

Que le Pl. deins 3 moys devant le breif n'ad done aſcun notice, &c. d'aſcun imbezelment, &c.

p̄d de tempoꝛe in tempus reddidit juſta & vera compū & compū in ſcriptis & ſe debꝫ exoneravit ad & erga p̄fat' Jeremiam de p & concernen' omnibus & omnimod̄ tal' mercimon' monet' merchandizis ſpecialitatibus billis de debito & al' re & rebus quibuſcunq; que ad aliquod tempus ſive tempoꝛa quecunq; poſt confecc̄on̄ ſcripti obligatoꝛij p̄d devenet' ad manus poſſeſſion̄ ſive curam Anglice the Charge p̄redc̄i Howell Vaughan fil' ratione vel cauſa ſervitij ſui cum p̄redc̄o Jeremia videl't apud London p̄red̄ in parochia & warda p̄red' Et idem Edwardus ulterius dic' q̄d infra tres menſes p̄x' ante diem impetrac̄onis b̄ris originalis ipſius Jeremie idem Jeremias non dedit aliquam notitiam in ſcriptis p̄refat' Edwardo adhuc in plena vita exiſten' ſeu eidem Elizabethe de aliquibus monet' bonis mercimonijs & merchandizis ſpecialitatibus billis de debito ſive al' re ſive rebus quibuſcunq; p̄red' Jeremie ſive participum ſuoꝝ ſive alicujus al' perſone vel perſonarū cum quibus ip̄e ipi vel eoꝝ aliqui aliquo modo onerat' ſive onerabil' fuer' vel foꝛent per ipm̄ Howell Vaughan ad aliquod tempus poſt confecc̄on̄ ſcripti obligatoꝛij p̄redict' ac durañ p̄red̄ termiñ octo añoꝛum imbeſilat' furat' erept' Anglice purloined male impens̄ Anglice mis-ſpent vel illegitime accom̄odat' conſumpt' ſive detent' Et hoc parat' eſt verificare unde pet' Judicm̄ ſi p̄d Jeremias accon̄ ſuam p̄d verſus eum habere debeat &c.

Replic'.

Que tiel jour al H. *in partibus tranſmarinis, ſcil.* apres, &c. tiels biens fueront ven' al maines del Apprentice.

Que poſtea tiel jour al L. il fuit requeſt a doner un account de eux, &c.

Et p̄red̄ Jeremias dic' quod ip̄e ꝓ aliqua p̄reallegat' ab accone ſua p̄d inde verſus ipm̄ Edꝛm̄ Habend̄ p̄recludi non debet quia dic' quod poſt p̄dcm̄ tempus confecc̄on̄ ſcripti obligatoꝛij p̄dci & ante expirac̄on̄ p̄red̄ termini octo añoꝝ ſcil't viceſimo octavo die Martij anno Dn̄i milliмо ſexenteſimo ſeptuageſimo octavo apud Hamburgh in partibus tranſmarinis ſcil't apud London̄ p̄red' in parochia & warda p̄red̄ mille petie panni lanei vocat' Spaniſh Cloths & quingent' petie panni vocat' Devonſhire Bayes de bonis & catallis ipſius Jeremie & ꝑticip' ejus ad manus & poſſeſſion p̄dci Howell Vaughan ratione ſervicij ſui cum eodem Jeremia devener' quodq; p̄dcus' Howell poſtea ſcil't viceſimo quinto die Martij anno Dn̄i millimo ſexenteſimo octogeſimo apud London̄ p̄d in parochia & warda p̄red̄ requiſit' fuit reddere compot' de pannis p̄red̄ & ſeipm̄ debꝫ exonerare de eiſdem pannis q̄dq; p̄redc̄us Howell adtunc & ibm̄ compot' de pannis ill' ſecdm̄ foꝛmam & effectum condic̄onis p̄red̄ reddere & ſeipſum de eiſdem pannis debꝫ exonerare adtunc & ibm penitus recuſavit & neglexit Et hoc parat' eſt verificare unde pet' Judicm̄ & debum ſuum p̄red' unacum dampnis ſuis occone detenc̄onis debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront pris al Replicat'.

1. Que n'eſt diſt en ceo quel perſon fiſt requeſt al le Apprentice de account, &c. Ne a quel Perſon a doner ceo, ne a doner ceo en Eſcript accordant al parols de Condition.

2. Que le Cloths per le Replication ſuppoſe a vener al maines del Apprentice, & pur queux il' n'ad done aſcun Account, fuer' deliver a luy al *Hamburgh in partibus tranſmarin'*. Iſſint que ſi iſſue ſerroit pris ſur ceo nul Trial poit eſtre.

3. Que per le Replication un requeſt eſt alledge de accounter, & que le Apprentice *adtunc & ibidem recuſavit*, mes ne diſt, *& adhuc recuſat*; & le Condition eſt de Account ſur reaſonable Demand. Et pur ceux Cauſes le Replication fuit tenus d'eſtre male. Mes un Regle fuit fait a pleder iſſint que le Cauſe ſerroit trye.

Strong v. *Saunders.*

Belvin. Hill. 2 & 3 Jac. 2. Regis. Rot. 1789.

Devon' ſſ. Jacob Saunders nup̄ de Plymouth in Com̄ pꝛed' Pewterer executoꝛ teſtamenti Jacob Saunders defunct' nuper dict' Jacob Saunders de Plymouth in Com̄ Devon̄ Stannar' ſum̄ fuit ad reſpondend̄ Elizabethe Strong Lanifice de plito q̄d reddat ei ducent' libr' quas ei injuſte detinet &c. Et unde eadem Elizabetha per Thomam Floud Attoꝛn' ſuū dic' qd cum pꝛed' Jacob Saunders defunct' in vita ſua ſcilt viceſimo octavo die Apꝛilis anno regni Dn̄i Regis nunc pꝛimo apud Plymouth pꝛedict' ꝑ quoddam ſcriptū ſuū obligatoꝛium conceſſiſſet ſe teneri eidem Elizabethe in pꝛedc̄o ducent' libr' ſolvend̄ eidem Elizabethe cum inde requiſit' fuiſſet pꝛedc̄us tamen Jacob Saunders defunct' in vita ſua & pꝛedict' Jacob Saunders modo defenden' poſt ipſ̄ Jacob Saunders moꝛtem licet ſepius requiſit' pꝛed' ducent' libr' eidem Elizabethe nondū reddidet' nec eoꝝ alter reddidit ſed ill' ei hucuſqꝫ reddere omnino contradixer' ac pꝛed̄ Jacob Saunders modo defenden' ill' eidem Elizabethe adhuc reddere contradic' & injuſte detinet unde dic' q̄d deterioꝛat' eſt & dampnū habet ad valenc' centū ſolid̄ Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptum pꝛed' q̄d debm pꝛed̄ in foꝛma pꝛedc̄a teſtatur cujus dat' eſt die & anno ſupꝛadict' &c.

Debt pur 200 l. verſ. le Def. Executor del Jacob Saunders.

Narr'.
Sur Obl' fait 28 April, 1 Jac. 2.

Barr.

Le Condit' que eſt a perform le Agard de G.O. & J. A.

Et p̄dcus Jacob p Mathem Ryder Attorn' ſuū ven' & defend vim & injuř quando &c. Et petit audiť ſcripti p̄dci & ei legitur petit etiam audiť condic̄onis ejuſdem ſcripti & ei legitur in hec v̄ba ſſ. The Condition of this Obligation is ſuch, That if the above-bounden *Jacob Saunders*, his Heirs, Executors and Adminiſtrators, for his and their parts and behalfs, do and ſhall in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, Judgment, final End and Determination of *George Orchard* of *Plymouth* aforeſaid, Merchant, and *John Adams* of *Plymouth* aforeſaid, Tailer, Arbitrators indifferently elected and named, as well on the part and behalf of the above-bounden *Jacob Saunders*, as on the part and behalf of the above-named *Elizabeth Strong*, to arbitrate, award, order, judge and determine of, for, upon and concerning all and all manner of Action and Actions, cauſe and cauſes of Actions, Suits, Bills, Bonds, Specialties, Accounts, Reckonings, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by or between the ſaid parties, or either of them, ſo always as the ſaid Award, Arbitrament, Order, Determination, final End and Judgment of the ſaid Arbitrators, of, for and upon the Premiſſes, be made, and given up in Writing indented under their Hands and Seals, ready to be delivered to the ſaid parties in difference, or ſuch of them as ſhall deſire the ſame, on or before the twentieth day of *May* next enſuing the date of the above-written Obligation, then this Obligation to be void and of none effect, or elſe to ſtand, remain and be in full force, ſtrength and virtue.

Plea. Per nul Agard fait.

Quib; lc̄is & audiť idem Jacob dic' qđ p̄dca Elizabetha accōm ſuam p̄dcam inde v̄ſus eum h̄ere non debet quia dic' qđ Arbitratores p̄dicť nullū feceť arbitriū arbitramentū ordinem determinacōm finem vel judicm finale in ſcriptis ſub manib' & ſigillis ſuis de & ſup p̄miſſis p̄đ in condic̄one p̄dca ſpecificať ad vel ante viceſimū diem Maij in condic̄one p̄dca menc̄onať ſecundum formam & effcm condicōm p̄đ Et hoc parať eſt v̄ificare unde peť Judicm ſi p̄dca Elizabeth acc̄onem ſuam p̄đ inde v̄ſus eum h̄ere debeat &c.

Replicat' Que les Arbitrators May 20. en le Condit' feſoint lour Agard, &c.

Et p̄dca Elizabetha dic' q̄d ipā p aliqua p p̄dcm Jacob ſupius pl'itando allegať ab acc̄one ſua p̄dca inde v̄ſus eum h̄end p̄cludi non debet quia dic' qđ p̄dci Georgius Orchard & Johes Adams Arbitratoř p̄đ in condicōm p̄đ' nōiať poſt confeccon' ſcripti p̄đ' ſcil't ſup p̄đ' viceſimū diem Maij in condiť p̄đ' menc̄onať apud Plymouth p̄đ accepť ſup ſe onꝰe arbitrand adjudicand & det'minand de & ſup p̄miſſis in condic̄one p̄dca menc̄onať inter p̄fať Jacob Saunders jam defuncť in vita ſua & p̄refať Elizabetham fecer' quoddm Arbitriu ſuu in ſcriptis indentat' ſub manibus & ſigillis ſuis inter eundem Jacob in vita ſua & p̃fat' Elizabetham de & ſup̱ p̃miſſis in condicon p̃dca mencõnat' modo & forma ſequen videlt Iidem Arbitratores per idem Arbitriu ſuu recitand quod cũ ſepal' ꝑſone exiſten indebitat' cuidm Johe Baker nup̱ de Plymouth Vid defunct' in ſepal' denar' ſuma ipa p̃dca Johanna Baker in vita ſua ordinavit & direxit quod p̃d Jacob Saunders defunct' capet obligacõnes penales billas vel ſcripta obligatoria in nõie ſuo ꝓpr' ꝓ ſolucõne taliu pecunie ſumaꝝ quod p̃dcus Jacob Saunders congruent' fec & poſtea p̃d Johanna Baker ꝓ ejus factu ſub manu & ſigillo ſuo geren dat' viceſimo octavo die Decembr' anno regni Dni Caroli ſecundi nup̱ Regis Anglie triceſimo quarto in conſideracon amoris & affeccõnis quas ipſa gerebat & huit p̃dco Jacob Saunders marito cujuſdm Hellene Saunders ejus Nepot' Anglice Granddaughter & p̃d Elizabethe Strong ejus Nepot' Anglice Granddaughter & ꝓ alijs conſideracõnibꝰ in eadem mencõnat' clare & abſolute dedit dimiſit aſſignavit poſuit & & tranſtulit omnes & ſingulas ſcripta obligacõnes billas penales vel ſcripta obligatoria & ſumam & ſumas pecunie in illis & in quolibt eoꝝ mencõnat' & tot' ejus rectu & intereſſe in eiſdem & tot' beneficm & advantagiu inde p̃fat' Jacob Saunders jam defunct' & Elizabethe executoribꝰ adminiſtratoribꝰ & aſſign ſuis imꝑpm equalit' inter eos dividend in quo quidm facto dca ſcripta vel obligacõnes bille penales vel ſcripta obligatoria & pecuniaꝝ ſume in eorum quolibt particularit' mencõnat' ꝓut ꝑ fcm p̃dcm relacon inde hit' plenius apparuit Ac cum poſt dict' obligacon & bille ſic capte fuer' ꝑ p̃dcm Jacob Saunders in nõie ſuo ꝓpr' Ac poſt ſigillacon & delibacon dci facti ꝑ p̃dcam Johannam Baker ipe p̃dcus Jacob Saunders recepiſſet a ſepalibꝰ ꝑſonis diꝟſas denar' ſumas ꝓ quibꝰ obligacõnes vel bille fuer' capte in nomine ſuo ꝓpr' & ſepal' al' denar' ſumas ꝓ intereſſe attingen in toto ad ſumam octoginta & octo libr' quinqꝫ ſolid & novem denar' unde medietas exiſten quadraginta & quatuor libr' duo ſolid' decem denar' & un obolu de jure ꝑtinuit p̃dce Elizabetha Strong virtute facti p̃dci ac quod ipa p̃dca Elizabetha Strong exiſten indebitat' p̃dco Jacob Saunders in ſuma quinquaginta ſolid ac etiam ad ſolvend ipſi p̃dco Jacob ſumam duodecim libr' & decem ſolidoꝝ erga dietam dce Ave ſue in toto attingen ad quindecim libr' ipſi ijdem Arbitratores ꝑ idem arbitriu ſuu p̃d adtunc & ibm arbitraver' & ordinaver' quod p̃dict' Jacob Saunders jam defunct' ſup̱ delibacon arbitrij p̃dci ipſi p̃dco Jacob ſolv͛et p̃dce Elizabethe Strong ſumam viginti & novem libr' & duoꝝ ſolidoꝝ decem denar' & un oboli legalis monete Anglie

Agard.

Les Arbitrators agard que le Def. Teſtator ſur delivery del Agard paieroit al Pl. 29 l. 2 s. 10 d. ½.

&

& quod ſuꝑ ſolucon̄ inde pꝛedcā Elizabetha Strong daret receptū ꝓ eiſdem ſub manu ſua & in eodem mencōnaret qd ipā allocavit pꝛedcō Jacob Saunders pꝛedict̄ ſum̄am quinquaginta ſolid ꝓ tant̄ ei debit̄ & ſum̄am duodecim libr̄ & decem ſolid plus erga dietam dcē Ave ſue que in toto ſe attingit ad ſum̄am quadꝛaginta & quatuoꝛ libr̄ duoꝝ ſolid decem denar̄ & un̄ oboli & fuit ejus medietas dcē monet̄ pꝛincipalis & intereſſe ꝑ ipm̄ Jacob Saunders ſic ut pꝛefertur recept̄ Ac cum fuer̄ ſeperal̄ alia deƀa vel pecunie ſum̄e tunc inſolut̄ Anglice ſtanding out & non recept̄ in toto attingen̄ ad ducent̄ & quinqꝫ libr̄ & decem & octo ſolid monet̄ pꝛincipal̄ (pꝛeter̄ intereſſe) unde un̄ medietas de jure ꝑtinuit dcē Elizabetha Strong virtute facti pꝛedci ijdem Arbitratoꝛes per idem arbitriū ſuū pꝛedcm̄ adtunc & ibm̄ arbitraver̄ & oꝛdinaver̄ qd pꝛedcus̄ Jacob Saunders jam defunct̄ executoꝛes & adminiſtratoꝛes ſui optima induſtria ſua uterentur acquirere Anglice get in & recipere pꝛedict̄ monet̄ pꝛincipal̄ & intereſſe a ſeperal̄ perſonis a quibꝫ debit̄ fuit & ſuper receptum inde ſolveret pꝛedcē Elizabethe Strong un̄ plenam medietat̄ omniū taliū denar̄ qual̄ ſic acquiſit̄ & recept̄ eſſent ipā pꝛedcā Elizabetha Strong allocan̄ un̄ medietat̄ omniū rōnabil̄ cuſtag' & onerū expendit̄ & erogat̄ in & circa acquiſicon̄ & recepcon̄ inde & in caſu aliquod de monet̄ pꝛincipal̄ vel intereſſe in aretro vel non recept̄ foꝛet ad vel ante viceſimum diem Auguſti tunc ꝓx' ſequen̄ qd tunc & in tali caſu vere copie taliū ſcriptoꝝ vel obligacon̄ billaꝝ penalium vel billaꝝ obligatoꝛiaꝝ que non ſolut̄ eſſent facte & capte eſſent ad conjuncta & equalia cuſtagia pꝛedci Jacob Saunders & Elizabethe Strong & delibat̄ eſſent in manib⁹ cujuſdm̄ Robti Berry Gen̄ de Plymouth ad Legem Attoꝛn̄ cum plenis oꝛdinib⁹ & direccōnib⁹ a pꝛedcō Jacob Saunders executoꝛib⁹ vel adminiſtratoꝛib⁹ ſuis ꝓ impleitacōne Angl̄ ſuing omnium taliū obligacon̄ & billaꝝ & ꝓ ꝓſecucon̄ ad Legem vel aliter perſonam & perſonas in eiſdem concernat̄ ꝓ recuperacon̄ monet̄ ſuper eadem debit̄ Et qd ipſe pꝛedict̄ Jacob Saunders executoꝛes & aſſign̄ ſui de tempoꝛe in tempus toties quoties neceſſe requireret ꝓducerent vel ꝓduci cauſarent dcā ſcripta & billas & eoꝝ quodlibt ꝓ & in oꝛdine ꝓ recuperacōne ſeperalium & reſpectivoꝝ denar̄ in eiſdem mencōnat̄ & ſuper recuperacon̄ & receptum alicujus pecunie debit̄ ſuper dcā ſcripta & billas vel aliquod eoꝝdm̄ per pꝛedcm̄ Jacob Saunders executoꝛes & aſſign̄ ſuos vel aliquem eoꝝdm̄ ipē pꝛed̄ Jacob Saunders executoꝛes & adminiſtratoꝛes ſui aliquis vel unus eoꝝum ſolvent pꝛedcē Elizabethe Strong executoꝛib⁹ adminiſtratoꝛib⁹ vel aſſign' ſuis un' medietat̄ omniū taliū denar̄ qual̄ ſic recuperat̄ & recept̄ eſſet ipā pꝛedcā Elizabetha Strong allocan' medietat̄

dietat' omniũ rõnabil' cuſtag' & onerũ expendit & erogat in & circa recuperacon' & recepcon' inde Ac cum predca Johanna Baker in vita ſua recepiſſet ſumam decem libr ſuper un' Obligacon' de quodm Johe Brooking de Howeton Gen' in plena exoneracone dicte Obligaconis ac etiam ſumam quinq; librarũ ſuper unam penalem billam a quodam Thoma Jefford de Calſtocke Agricola in plena exoneracone inde qđ quidm ſcriptum & billa penal' comprizat fuer infra ſcm predcm & ſcripta & billas in eiſdem menconat Arbitratores predci per idem arbitrium ſuũ adtunc & ibm ordinavet & arbitravet quod predcus Jacob Saunders executores vel adminiſtratores ſui non eſſent computabiles Anglice accountable vel onerat cum predcis ſumis vel aliqua parte inde eiſdem recept exiſten' per predcam Johannam Baker in vita ſua & per ipm converſis in uſum ſuũ ppt & quod ipſi iidem Arbitratores fecer per idem arbitrium ſuum iſtam finalem determinaconem de omibꝰ materijs in differencia inter predcm Jacob Saunders in vita ſua & predcam Elizabetham Strong Et predca Elizabetha Strong ulterius dic qđ Arbitriũ predcm ſic in ſcript indentat ſub manibꝰ & ſigillis eorundm Arbitratorũ fact & publicat eodm viceſimo die Maij in condicon' predict menconat apud Plymouth pred dat & delibat fuit eiſdem Jacob in vita ſua ac eidem Elizabethe Idemq; Jacob Arbitriũ ill' adtunc & ibm huit & recepit qđq; ipa eadem Elizabetha a tempore confeccon' arbitrij predci hucuſq; omnia & ſingula in Arbitrio predco content ex parte ſua performand & perimplend bene & fideliter performavit & perimplevit ſecundũ formam & effectũ Arbitrij predci qđq; pred' Jacob in vita ſua ſuper predict delibacon' Arbitrij predci ipi eidem Jacob in forma predict delibat non ſolvit eidm Elizabethe pred' ſumam viginti & novem librarũ duorũ ſolidorũ decem denar & un' obolũ nec aliqm inde parcell' Quos quidm denar idem Jacob eidem Elizabeth adtunc ſolviſſe debuit ſecundũ formam & effectum Arbitrij predci Et hoc parat eſt verificare unde pet Judicm & debm ſuũ predcm una cum dampnis ſuis occone detenconis debi ill' ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

Que les Arbitrators omit fait ceſt final determination de tous matters en difference.

Averment del delivery del Agard al Teſtator al jour.

Breach.

Que le Teſtator ſur le delivery n'ad pay al Pl. les 29 l. 2 s. 10 d. ¼.

LE chief matter ſur que fuit inſiſt de part de Def. fuit, que le Breach ne fuit bien aſſign per le Replication, pur ceo que, coment que le Agard eſt, que le Def. payeroit le Argent ſur le delivery del Agard a luy, uncore le Ley, per un reaſonable Conſtruction del Agard, voil allow a luy un reaſonable temps a payer le Argent, car autement le Agard poiet eſtre deliver a luy ſur ſon Journey ſur le alte chimin long diſtant de ſon habitation, a quel lieu & temps

temps il ne poit eſtre preſume que il ad Argent a payer, 18 E. 4. 21. *Pla.* 31. *Rolls Condit. nu.* 3 & 4. Et ſi iſſint ſerra, que le Def. averoit reaſonable temps, apres delivery del Agard a luy, a payer l'Argent, donques enſuiſt que le Breach aſſign per le Replication eſt trop ſtrict & narrow, & que le Breach duiſſoit aver eſtre aſſign que le Argent ne fuit pay *ſuper deliberacon' Arbitrij præd' vel unquam poſtea*; Mes le opinion de greinder part de Court fuit, que le Breach fuit bien aſſigne, & que ne ſerra intend que le Argent fuit pay apres, & que s'il ad eſtre pay deins reaſonable temps apres, que ceo duiſſoit aver eſtre plede per le Def. Et le Pl. ad Judgment.

Browne v. *Walker.*

Belvin. Hill. 2 & 3 Jac. 2. Regis. Rot. 1919.

Debt ꝑ 50l. Rotel' ſſ. Robtus Walker nup de Uppinham in Com̄ p̃dco Miller al̄s dcus̄ Robtu Walker de Tolethorp in Com̄ Rutland Milner ſum̄ fuit ad reſpondend̄ Chriſtophero Browne Ar' de plito qd̄ reddat ei quinquaginta libras quas ei debet & injuſte detinet &c. Et unde idem Chriſtopher' ꝑ Georgiu Wheeler Attorn ſuu dic' qd̄ cum p̃dcus̄ Robtus viceſimo nono die Septembr' año regni Caroli ſecdi nunc Regis Angl' triceſimo tertio apud Uppingham p̃d in Com̄ p̃d ꝑ quoddam ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri eidem Chriſtophero in p̃d quinquagint libr' ſolvend̄ eidem Chriſtophero cum inde poſtea requiſit' fuiſſet p̃dcus̄ tamen Robtus licet ſepius requiſit' p̃d quinquaginta libr' eidem Chriſtophero nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradic' unde dic' qd̄ deterioratus eſt Et dampnu het ad valenciam centu librar' Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptu p̃d quod debm p̃d in forma p̃d teſtatur cujus dat' eſt die & anno ſupradict' &c.

Narr' ſur Obl' fait 29 Sept. 33 Car. 2.

Barr. Et prędict' Robtus per Thomam Wadford Attorn̄ ſuu ven & defend' vim & injur' quando &c. Et pet' auditum ſcripti prędict' Et ei legitur pet' etiam audit' condition' ejuſdem ſcripti Et ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bounden *Robert Walker*, his Heirs, Executors and Adminiſtrators, and every of them, at all times hereafter do and ſhall well and truly obſerve, perform, fulfil, accompliſh, pay, do and keep

all and ſingular the Covenants, Grants, Articles, Agreements, Clauſes, Sentences, Payments and Conditions whatſoever, which on the part and behalf of the ſaid *Robert Walker* are or ought to be obſerved, performed, fulfilled, accompliſhed, paid, done and kept, mentioned and compriſed in certain Indentures of Leaſe bearing even Date with theſe Preſents, and made between the above-named *Chriſtopher Browne* of the one part, and the above-named *Robert Walker* of the other part, in all things according to the true intent and meaning of the ſaid Indentures, That this Obligation to be void, and of none effect, or elſe remain and be in full force, ſtrength and virtue. Quibus lectis & audit' idem Robtus dic' quod p̄d' Chriſtopher' acc̄onem ſuam pred' inde v̄ſus eum habere non debet Quia dic' quod Indentur' p̄d' in condic̄one pred' ſuperius ſpecificat' fact' fuer' apud Uppingham p̄d vicesimo nono die Septembr' an̄o regni Caroli ſecd' nuꝑ Regis Anglie triceſimo tertio inter p̄d Chriſtopher' Browne ꝑ nōen Chriſtopheri Browne de Tolethorp in Com' Rotel' Ar' ex una parte & p̄fat' Robtu' Walker de Tolthorp-Milnes in Com' p̄d Miller ex altera parte (cujus alteram partem ſigillo ipſius Chriſtopheri ſign' idem Robtus hic in Cur' ꝓfert cujus dat' eſt eiſdem die & an̄o) quequidem Indentur' teſtatur qd p̄d Chriſtopher' Browne tam in conſiderac̄one annual' reddit' in terris poſthac menc̄onat' fore reſervat' quam etiam ꝓ diverſis alijs bonis & eſtimab' cauſis & conſiderac̄onibȝ ipm' adiſtac ſpialit' moven' ip̄e pred' Chriſtopher' Browne dimiſiſſet conceſſiſſet & ad firma' tradidiſſet Et ꝑ iſtas Indentur' dimiſit conceſſit poſuit & ad firmam tradidit eidem Robto Walker executoribȝ adminiſtratoribȝ & aſſign' ſuis om̄ia illa Molendina aquatica ſua un' clm' vocat' le Miln-holme un' aliu' clm' vocat' le Tenter-cloſe acetiam un' clm' vocat' le Milners Pingle adjungen' eidem clauſo vocat' le Tenter-cloſe om̄ia que ſunt ſcituat' jacen' & exiſten' in Tolethorp p̄d & tres acr' terre arabil' ſcituat' jacen' & exiſten' in Caſterton parva in p̄d Com' p̄d Rotel' unacum oi̅bȝ & ſingulis ſepibȝ foſſat' fenſur' p̄ſepibus Anglice Mounds vijs eaſiament' Anglice eaſments ſemitis tranſitis aquis aqueductibȝ ꝓficuis privileg' com̄oditatibȝ & emolument' & advantag' quibȝcunqȝ eiſdem Molendinis tribȝ clauſis tribȝ acr' terre & p̄miſſis cum ſuis & quibuſlibet eoꝝ ꝑtinen' ſpectan' vel ꝑtinen' vel cum eis vel cum aliqua parte vel parcell' eorundem p̄antea uſitat' occupat' ſive gaviſ' Hend' & tenend' oi̅a & ſingula Molendina tria clauſa tres acr' terre & p̄miſſa cum ſuis & quibuſlibet eoꝝ ꝑtin' eidem Robto Walker executoribꝰ adminiſtratoribꝰ vel aſſign' ſuis a die dat' iſtius p̄ſent' ad plenum finem & terminum & ꝓ & duran' omni tempore & termino trium an̄oꝝ extunc ꝓx' & im̄ediate ſequen' & plenar' complend' & finiend' Red-

Le Indent' portant dat' 29 Sept' 33 Car. 2.

Per que le Pl. demiſe al Def. touts ſes Molins, & divers cloſes per noſme en Tolthrop & trois acres de arrable terre en Caſterton parva.

Habend' pur trois anns del date, &c.

vend̄ & ſolvend̄ inde an̄uatim & unumquemq; ann̄u duran termino p̄d eidem Chriſtophero Browne hered̄ & aſſign̄ ſuis reddit viginti trium librar̄ & decem ſolidor̄ bone & legalis monete Anglie in vel ſuꝑ viceſimū quintū diem Marcij & viceſimo nono die Septembr̄ an̄uatim duran̄ termino p̄d ꝑ equas & equal' porcon̄ Et p̄d Chriſtopher̄ Browne ꝓ ſe hered̄ executor̄ & adminiſtrator' ſuis & eorum quolibt convenit ꝓmiſit conceſſit & agreavit ad & cum p̄d Robto Walker executor̄ adminiſtrator̄ & aſſign̄ ſuis & cum quolibt eor̄ ꝑ Indentur̄ p̄d Quod ipe p̄d Robtus Walker executor̄ adminiſtrator̄ & aſſign̄ ſui deberent & legalit̄ vellent a tempore in tempus & ad om̄ia tempora impoſter̄ duran̄ termino pred̄ trium annorū ſub p̄d annual' reddit̄ viginti triū librarū & decem ſolidorū legittime quiete & pacifice here retinere occupare poſſidere & gaudere om̄ia & ſingula pred̄ molendina tres clauſos tres acr̄ terre cum premiſſis ſuis pertinen' & qualibt parte & parcell' inde abſq; aliquib; littime impeditamento ſecta turba intracone moleſtacone eviccon̄ ejeccon̄ clameo negacone vel interrupcone quibuſcunq; prefat̄ Chriſtopheri Browne hered̄ & aſſign̄ ſuorū ſive alicujus al' perſone ſive perſonarū quarumcunq; claman̄ vel derivan̄ ꝓ eo vel ſubter ipm̄ vel eorū aliquos Et q̄d ipe pred̄ Chriſtopher̄ Browne hered̄ vel aſſign̄ ſui deberent & vellent bene & vere a tempore ad tempus duran̄ p̄d Leaſe ꝓvidere & p̄bere ad ejus ꝓpr' cuſtag' & onera eidem Robto Walker executor̄ adminiſtrator' vel aſſign̄ ſuis om̄ia talia cogas Anglice Coggs rotas Anglice Rounds fuſos Anglice Spindles ereficia Anglice Braſſes gugingias Anglice Gudgins & rineas Anglice Rines & om̄ia talia principal' ligna Anglice Maſter-timber que fuer' opus & neceſſe uſitari ꝓ reparacone p̄d molendinorū ad ull' temp⁹ vel tempora durante Leaſe p̄d Acetiam p̄bere om̄es ſpinas & ſalicos Anglice Willows ꝓ neceſſaria ſenſuracone & emendacone p̄miſſor' p̄d p̄ſervand̄ Anglice to be ſet out ꝑ ipm̄ vel ejus ſervien̄ Et p̄dcus̄ Robtus Walker ꝓ ſe hered̄ executor̄ & adminiſtrator' ſuis convenit ꝓmiſit conceſſit & agreavit ad & cum p̄d Chriſtophero Browne executor̄ adminiſtrator̄ & aſſign̄ ſuis & quolibt eorū ꝑ eandem Indentur̄ quod ipe pred̄ Robtus Walker executor̄ adminiſtrator̄ & aſſign̄ ſui deberent & vellent duran' omni termino pred̄ bene & ſufficient̄ ſuſtinere ſupportare manutenere & ſervare molendina & p̄miſſa cum ſuis & quibuſlibt eorū ꝑtinen̄ cū tam bonis ſufficien' & tenentabil' reparaconib⁹ & emendaconib⁹ ꝓut eadem tunc fuer' & ſteter̄ tempore ſigillacon̄ & delibacon̄ eorundem & ſic reparat̄ & emendat̄ ad expiracon̄ & finem termini p̄d eidem Chriſtophero hered̄ & aſſign̄ ſuis reſignaret & relinqueret Et q̄d p̄dcus̄ Robtus Walker executor̄ adminiſtrator̄ & aſſign̄ ſui vel eorum deberent &

vellent

Rendant annualment le Rent de 27 l. 10 s. ſur le 25 jour de March & 29 de Septemb'. Le Pl. covenant ove le Def. pur quiet enjoiment.

Et que il voiloit provide & allow al Def. divers choſes per noſmes, & auxi Maſter-timber pur le reparat' de dits molins. Et auxi de allower Spines & Willows pur fences, &c.

Le Def. covenant ove le Pl. ſufficientment a maintein des Molins, &c.

Et a payer Taxes, &c.

vellent duran omni leaſe pꝛed̄ bene ⁊ vere ſolvere ſatisfacere ⁊ exonerare omnia ⁊ omnimoda taxac̄ones exacc̄ones impoſic̄on ⁊ ſoluc̄ones quecunqꝫ que ad ull' tempus durante p̄d' termino imponerentur taxantur ſive exigerentur ſup pꝛed̄ p̄miſſa vel ull' partem vel parcel' eoꝛund̄ (except' tales taxac̄o vel taxac̄ones que fuer' impoīt ſup ead̄ ꝑ Act Parliamenti) Et q̄d p̄d Chꝛiſtofer' Bꝛowne hered ⁊ aſſign ſui ⁊ ejus ⁊ eoꝝ ſervien ⁊ ſervient' haberent duran p̄d leaſe plenam ⁊ libam libtatem de ingreſſu egreſſu ⁊ regreſſu ad tempoꝛa tempeſtat' in an̄o in ⁊ ex pꝛed̄ premiſſis ⁊ qualibet parte eoꝛund̄ ad putand̄ amputand̄ ⁊ ſuccidend̄ talia arboꝛes ⁊ fenſas que pertinent pꝛemiſſis ⁊ ead ſic putat' amputat ⁊ ſucciſ̄ capere ſuſtulere ⁊ aſpoꝛtare cum equis plauſtris ⁊ rhedis vel aliter ut ipſi cauſam viderent Et pꝛed' Robertꝰ Walker ꝓ ſe hered' executoꝛ' adminiſtrator' ⁊ aſſign' ſuis ⁊ quibuſlibet eoꝝ convenit ꝓmiſit conceſſit ⁊ agreavit ad ⁊ cum eodem Chꝛiſtofero Bꝛowne hered' executoꝛ' adminiſtrator' ⁊ aſſign' ſuis ⁊ quolibet eoꝝ ꝑ iſtas pꝛeſent' q̄d ipe pꝛed' R. W. ſui hered̄ execut' adminiſtrator' ⁊ aſſign' vel un' eoꝝ deberent ⁊ vellent an̄uatim ⁊ quolibet anno bene ⁊ vere ſolv̄e vel ſolvi cauſare eid' Chꝛiſtofero Bꝛowne hered' executoꝛibus adminiſtratoꝛibus ⁊ aſſign' ſuis vel uni eoꝝ pꝛed' annual' reddit' viginti trium libꝛarum ⁊ decem ſolid' in vel ſup pꝛed' ſepal' reſpect' tempoꝛa ⁊ dies ſoluc̄onis ſup menc̄onat' ut idem debit' foꝛet ⁊ ſolubil' put ꝑ Indentur' pꝛed' hic in Cur' ꝓlat' plenius apparet Et idm R. ulterius dic' q̄d ipe bene ⁊ fidelit' obſervavit ꝑfoꝛmavit ꝑimplevit ꝑegit ſolvit perfecit ⁊ cuſtodivit omnia ⁊ ſingula convenc̄ones conceſſiones articulos agreamenta clauſula ⁊ ſententias ſoluc̄ones ⁊ condic̄ones in Indentur' pꝛed' ſupius ſpecificat' ex parte ejus obſervand' ꝑfoꝛmand' ꝑimplend' ꝑagend' ſolvend' ꝑficiend̄ ⁊ cuſtodiend̄ ſecdm foꝛmam ⁊ effecm Indentur' p̄d Et hoc parat' eſt v̄ificare unde pet' Judicm ſi pꝛed̄ Chꝛiſtofer' acc̄onem ſuam p̄d inde v̄ſus eum habere debeat ⁊c.

Et que le Pl. &c. averont liberty a ſuccider Arbors, &c. & al aſport' eux, &c.

Covenant a payer le Rent.

General performance de Covenants plede.

Et p̄d Chꝛiſtofer dic' q̄d ipe ꝑ aliqua ꝑ p̄dicm Robtum ſuperius p̄allegat' ab acc̄one ſua p̄dca inde v̄ſus ipm habend̄ pꝛecludi non debet quia ꝓteſtando q̄d pꝛed̄ Robtus non obſervavit ꝑfoꝛmavit ꝑimplevit ꝑegit ſolvit ꝑfecit ſeu cuſtodivit aliqua convenc̄ones conceſſiones articulos agreamenta clauſula ſententias ſoluc̄ones ⁊ conditiones in Indentura p̄dca ſuperius ſpecificat' ex parte ſua obſervand̄ ꝑfoꝛmand̄ ꝑimplend̄ ꝑagend̄ ſolvend̄ ꝑficiend̄ ⁊ cuſtodiend̄ ꝓ ꝑlito idem Chꝛiſtofer' dic' q̄d p̄d Robtus poſt confecc̄on' Indentur' p̄d' ſcilt viceſimo nono die Septembr' anno regni Dni Caroli ſecundi nup Regis Anglie ⁊c. triceſimo ſexto apud Uppingham p̄d ꝑmiſit p̄dca molendina ꝑ Indentur' pꝛed' ſic ut p̄fertur dimiſſ' foꝛe ruinoſa ⁊ in decaſu

Replicat'.

Que le Def. 29 Sept. 36 Car. 2. ad permit les dits Molins d'eſtre ruinous & en decay.

decaſu eo q̄d rota aquatica molendini fullonici Anglice the Fulling-Mill-Water-Wheel rota denticulata Anglice the Cog-Wheel molendini granatici & quoddam lignu inſtrument Anglice the Wallowes inde ſpectan rota molendini aquatici dividen inter gratas Anglice the Partition between the Grates opus lapideu p̄dcoꝝ molendinoꝝ ripa molendini Anglice the Mill-Bank cataracta Anglice the Flood-Gates janua molendini fullonici Anglice the Fulling-Mill-Gate & quedam ferrea inſtrumenta Anglice Iron-Hoop and Staple adinde ſpectan in tantum fract' corrupt' ruinoſa in decaſu fuer' ita q̄d ꝓ defectu reparacōn inde p̄dca molendina min' uti fuer' & inuſitat' devener' contra formam & effecm Indentur' p̄d Et hoc parat' eſt verificare unde pet' judicm & debm ſuu p̄dcm unacum dampnis ſuis occōne detencōn debi ill' ſibi adjudicari &c.

Les particulars en queux le decay fuit.

Rejoinder.

Et p̄dcus Robtus ꝓteſtando q̄d molendina p̄d p̄d viceſimo nono die Septembr' anno triceſimo ſexto ſupradicto fuer' in tam bono ſtatu & condicōne quoad reparacōn eoꝝdem quam fuer' tempore ſigillacōn & deliberacōn Indenture p̄d' ſecdm formam & effecm ejuſdem Indentur' ꝓ plito dic' q̄d ante eundem viceſimum nonu diem Septembr' anno triceſimo ſexto ſup̄dicto idem Robtus apud Uppingham p̄d requiſivit p̄d' Christofer' ꝓvidere & ei p̄bere maremiu principale Anglice Maſter-Timber ſtario valla Anglice Coggs rotas fuſores Anglice Spindles ereſicia Anglice Braſſes neceſs' ꝓ meliori reparacōne molendinoꝝ pred' ſecdm formam & effecm dcd Indenture q̄d facere dictus Christofer' adtunc & ibm penitus recuſavit Et hoc parat' eſt verificare unde idem Robtus ut prius pet' Judic' Et q̄d p̄d' Christopher' ab accōne ſua p̄d' verſus ipm Robtum habend' p̄cludatur &c. Demurrer, & Joinder en Demurrer.

Que devant 29 Sept. il requeſt le Pl. a provider & a luy allower Maſter Timber, &c. le quel il refuſe a faire.

LE Court fuit divide en Opinion, ou les Covenants fueront Reciprocal ou Conditional. Que fueront Reciprocal ceux Caſes fueront cite, 3 *Leon.* 219. *Brocas* Caſe, *Co.* 7. 10. b. in *Ughtred*'s Caſe, 1 *Rolls Abr.* 414. *Lett. T. Nu.* 5. 416. *Nu.* 15. *Bragg* and *Nightingale*'s Caſe, 1 *Saun.* 319. 2 *Saun.* 350.

Kegg & *Collington* v. *Horton*.

Winford. Mich. 3 Jac. 2. Regis. Rot. 534.

Debt pur 80 l. ſur un Bail Bond.

London' ſſ. Ricus Horton nup de London Vintner al's dc̄us Ric̄um Horton Wil̄o Malbno p̄d in Com̄ Ceſtr̄ p̄d Vinetarius ſum̄ fuit ad reſpondend̄ Joh̄i Kegg Gen' & Will'o Collington de plito quod reddat eis octogint̄ libr̄ quas eis debet & injuſte detinet &c. Et unde idem Joh̄es & Will'us p Carolum Perrott Attorn' ſuū dic' q̄d cum p̄d Ric̄us decimo die Januarij año regni Dn̄i Caroli ſecundi nup Regis Anglie &c. triceſimo tertio apud London in paroch̄ b̄te Marie de Arcub' in Warda de Cheap p quoddam ſcriptum ſuū oblig' conceſſiſſet ſe teneri eiſdem Joh̄i & Will'o in p̄d octogint̄ libris ſolvend' eiſdem Joh̄i & Willielmo ſeu eorum alteri cum inde requiſit̄ fuiſſet pred' tamen Ric̄us licet ſepius requiſit̄ pred' octogint̄ libras eiſdem Joh̄i & Will'o ſeu eorum alteri nondum reddidit ſed ill' eis ſeu eorum alteri hucuſq; reddere contradix' & adhuc contradic' unde dic' q̄d deteriorat̄ ſunt & dampnū h̄ent ad valenciam decem librarū Et inde p̄duc' ſectam &c. Et p̄fert hic in Cur' ſcript̄ pred' q̄d debm pred' in forma pred' teſtatur cujus dat̄ eſt die & año ſupradicto &c.

Narr' ſur Oblig' dat' 10 Jan. 33 Car. 2.

Et p̄d Ric̄us p Hen̄ Clift Attorn' ſuum ven' & defend̄ vim & injur̄ quando &c. Et petit auditum ſcripti p̄d & ei legitur &c. pet' etiam audit̄ condic̄onis ejuſdem ſcripti & ei legitur in hec v̄ba The Condition of this Obligation is ſuch, That whereas the above-named *John Kegg* and *William Collington*, at the ſpecial inſtance and requeſt of the above-named *William Meakin* and *Richard Horton*, are become Bail in a certain Action of the Caſe depending in His Majeſty's Court of *Exchequer* at *Weſtminſter*, wherein *Richard Wynn* is Plaintiff againſt *George Loadsby* Defendant: If therefore the ſaid *William Meakins* and *Richard Horton*, or either of them, their, or either of their Heirs, Executors or Adminiſtrators, do and ſhall ſave harmleſs, indempniſie, free and diſcharge the ſaid *John Kegg* and *William Collington*, their Executors and Adminiſtrators, of and from all Troubles, Charges and Expences, Coſt of Suit, and Damages which may happen to them, or either of them, their, or either of their Heirs, Executors and Adminiſtrators, for or by reaſon of the ſaid Suit, That then this Obligation to be void, or elſe to be and remain in force and vertue. Quib' lc̄is & audit̄ idem Ric̄us dic' q̄d p̄d Joh̄es Kegg & Will'us Collington

Barr.

Le Condit'.

Plea *Non dampnificat'*

lington acc̄onem ſuam p̄d v̄ſus eum h̄ere non debent quia dic̄ q̄d p̄d Johes Kegg & Will'us Collington poſt confeccon' ſcripti p̄d & ante diem impetrac̄onis B̄ris Original' p̄dcoꝝ Johis Kegg & Willi Collington non dampnificat' fuer' ſeu eoꝝ alter dampnificat' fuit Nec aliqua ꝑturbac̄ones onera expens̄ cuſtagia ſeck' ac dampn' infra idem tempus evener' eiſdem Johi & Will'o ſeu eoꝝ alteri ꝓ vel r̄one p̄d ſecte in condic̄one p̄d ſupius menc̄onat' Et hoc parat' eſt v̄ificare unde pet' Judicm̄ ſi p̄d Johes Kegg & Will'us Collington acc̄onem ſuam p̄d v̄ſus eum h̄ere debeant &c.

Replicat'. Que le dit R. W. en Mich. Term 33 Car. 2. emplede le dit L. en un Action ſur le Caſe en le Exchcq. Que les Pls. en Hil. Term 33 & 34 Car. 2. deven' Bail pur Loadsby.

Et p̄dci Johes & Will'us dic̄ q̄d ipſi ꝑ aliqua in eodem ꝑlito p̄dci Rici Horton p̄allegat' ab acc̄one ſua p̄d v̄ſus ipſum Ricm̄ Horton h̄end̄ ꝑcludi non debent quia dic̄ q̄d p̄d Ricus Wynne in condic̄one p̄d menc̄onat' ſcil't Termino Sci Michis an̄o regni Dni Caroli ſecundi nuꝑ Regis Anglie triceſimo tertio in Cur' Scaccarij ipſius nuꝑ Regis coram Baronibꝫ ejuſdem Cur' apud Weſtm̄ implitaſſet p̄d Georgiū Loadsby in condic̄one p̄d ſilit' menc̄onat' in quadam acc̄one tranſgr' ſuꝑ caſum. Suꝑ qua quidem acc̄one p̄dci Johes & Will'us ꝑ nōia Johis Kegg de paroch Sci Andree Holborne London Gen' & Willi Collington de paroch Sc̄e Brigitte London Painterſtainer al's ſcil't Termino Sci Hillarij an̄is regni dci nuꝑ Regis triceſimo tertio & triceſimo quarto in eadem Cur' ꝑſonalit' ven' & deven' Pleg' & uterq; eoꝝ ꝑ ſe deven' Pleg' ꝓ p̄dc̄o Georgio Loadsby quod ſi contingeret eundem Georgium in acc̄one p̄d convinci tunc ijdem Johes & Will'us ut Manucaptores p̄dci Georgij conceſſer' & uterq; eoꝝ ꝓ ſe conceſſit om̄ia humōi dampn' que p̄fat' Ric̄o Wynn adjudicarentur de terris & catallis ſuis fieri & ad opus p̄dci Ric̄i Wynn levari ſi contingeret p̄d Georgium dampn' p̄d eidem Ric̄o Wynn miē ſolv̄e nec ſe priſone Dni Regis de le Fleet ea occ̄one reddere Taliterq; in eadem Cur' ꝓceſſum fuit quod poſtea ſcil't Termino Sc̄e Trinitatis anno regni dci Dni Regis Caroli ſecundi triceſimo quinto conſiderat' fuit ꝑ eandem Cur' Scaccarij dci Dni Regis quod pred' Ricus Wynn recuparet v̄ſus p̄d Georgiū Loadsby vigint' tres libras & decem ſolidos ꝓ dampn' ſuis & p̄d Georgius Loadsby in miā ꝓut pat' ꝑ Recordum inde in p̄d Cur' dci Dni Regis de Scaccario remanen̄ Et ijdem Johes Kegg & Will'us Collington ulterius dic̄ q̄d Acc̄o & Ballm̄ in condic̄one p̄dci ſcripti oblig' ſupius in ꝑlito p̄dci Rici Horton menc̄onat' & Acc̄o & Ballm̄ ſupius in Replicac̄one pred' Johannis & Willi menc̄onat' ſunt una & idem Acc̄o & Ballm̄ & non al' neq; div̄ſa Quodq; poſt Veredictum & ante Judicium præd' verſus præd' Georgium Loadsby ad ſectam predci Rici Wynn ſic ut p̄fertur

Averm' que le Action & Bail mention en le Condit' & en le Repl. ſon meſme.

Nonſenſe.

prefertur obtent' idem Ric̄us Wynn ſcil't viceſimo die Marcij anno regni dc̄i nup Regis triceſimo quinto apud London pred' in Paroch & Warda pred' obijt inteſtat Quodq; adminiſtrac̄o omnium bonoꝝ & catalloꝝ que fuer̄ prefat Ric̄i Wynn tempore mortis ſue p Willm Howell Legu Doctorem Reverendi in Christo Patris ac Dn̄i Dn̄i Thome pmiſſione Divina Lincoln' Epi Vicar in Spiritualib9 Generalis & Official in & p tot Dioceš Lincoln̄ tittime conſtitut viceſimo ſecundo die menſis Marcij año Dn9 (Stylo Anglie) millimo ſexcenteſimo octogeſimo ſecundo apud Lincoln̄ cuidam Willo Goodhand in deba juris forma comiſſa fuit Et ijdem Johes Kegg & Willus Collington ulterius dic qd pred' Georgius Loadsby non ſolvit prefat Rico Wynn in vita ſua nec eidem Willo Goodhand poſt mortem prefat Ric̄i Wynn pred' vigint & tres libras & decem ſolid nec corp9 ſuu pred priſone de le Fleet reddidit in exoneracōnem Manucaptoꝝ ſuoꝝ ſecundum formam & effectum recognicon' pred' quodq; pred' Johes Kegg p ſecuritate ſua ad evitand ulteriorem pturbacōnem poſtea ſcilt nono die Septembris anno Dn̄i millimo ſexcenteſimo octogeſimo quarto apud London pred in Parochia & Warda pred' ſolvit eidem Willo Goodhand Adminiſtratori prefat Ric̄i Wynn virtute adminiſtracon̄ pred' pred' ſumam vigint & trium librar & decem ſolid p dampnis pred' in plena ſatisfaccōne Judicij pred' ut prefertur obtent Et ſic idem Johes Kegg ulterius dic qd' ipſe dampnificat eſt contra formam & effectum Condicon' Obligacon' pred' Et hoc parat eſt verificare unde pet Judicm̄ & debm ſuu pred' unacum dampnis ſuis occōne detencōnis debi. illius ſibi adjudicare &c.

Car eſt dit devant que Wynn ad Judgment en ſa vie.

Wynne moruſt inteſtate 20 Martij 25 Car. 2. & admiſſion grant al Goodhand per l'Eveſq; de Lincolne.

Averment que le Def. ne ad paie le condempnation.

Que le Pl. ad paie les 23 l. 10 s. al Adminiſtr.

Demurrer, & Joinder en Demurrer.

LEs Exceptions queux fueront priſe a le Replication:

1. Que il appiert ſur le Record, que *Wynn* fuit mort devant le Judgment.
2. Que le Judgment eſteant al *Weſtminſter*, le Letters de Adminiſtration grant per le Eveſque de *Lincoln* fueront void, & per conſequence le Argent pay per le Pl. al *Goodhand* fuit de ſon tort.
3. Que appiert, que le Bail mention en le Condition, ne poit eſtre meſme le Bail que eſt mention en le Replication, car le Condition recite, *Whereas the Plaintiffs are become Bail*, & le Obligation port date 10 *Jan.* 33 *Car.* 2. que fuit devant *Hillary*-Term, & le Replication dit que le Pl. devient Bail en *Hillary*-Term 33 & 34 *Car.* 2. que fuit apres le feſans del Obligation. Judgment pro Def.

Major', &c. de *Cambridge* v. *Herring*.

Winford. Hill. 1 & 2 Jac. 2. Regis. Rot. 1534.

Debt pur 10 l. pur breach d'un By-law.

Narr'. Que le Villa de Cambr' eſt un ancient ville & Burrough. Que le Roy Jaques le primer 30 April per ſes Letters Patents ad conſtitute grant & declare ſerroit un Fr. Borough. Et que les Homes de dit Borough ſerront frank Burgeſſes. Et que le Major, Bailiffs & Burgeſſes, &c. ſerront corps corporate per le noſme de Major, Bailiffs & Burgeſſes, &c. Poiar a faire By-laws.

Cantabr' ſſ. GErrard Herring nuꝑ de Cantabꝛ̃ in Com̃ pꝛed Dꝛaper ſum̃ fuit ad reſpondend̃ Majoꝛi Ballivis & Burgen' Burgi de Cantabꝛ̃ pꝛed' de plito quod reddat eis decem libꝛas quas eis debet & injuſte detinet &c. Et unde iidem Majoꝛ Ballij & Burgen' ꝑ Ric̃um Pike Attoꝛn' ſuu' dicunt Quod cum villa de Cantabꝛ̃ in dicto Com̃ Cantabꝛ̃ eſt antiqua Villa & Burgus Cumq; Dñus Jacobus Pꝛimus nuꝑ Rex Anglie triceſimo die Apꝛilis año regni ſui Anglie &c. tertio apud Weſtm̃ in Com̃ Midd̃ ꝑ Literas ſuas Patentes magno Sigillo ſuo Anglie ſigillat̃ (quas idem Majoꝛ Ballij & Burgen' hic in Cur̃ ꝓferunt quaꝝ dat̃ eſt apud Weſtm̃ p̃d̃ eiſdem die & anno) de Gꝛa' ſua ſpeciali ac ex certa Scientia & mero motu ſuis voluit oꝛdinavit conſtituit conceſſit & declaravit ꝓ ſe hered̃ & ſucceſſoꝛibus ſuis q̃d dictus Burgus de Cantabꝛ̃ foꝛet & remaneret extunc imꝑpetuu' liber Burgus de ſe Et quod homines ejuſd̃ Burgi libi foꝛent Burgen' Et q̃d haberent omnes Libertates & liberas Conſuetudines ad liberu' Burgum ſpectan' imꝑpetuu' Et q̃d Majoꝛ Ballij & Burgen' ejuſdem Burgi extunc foꝛent & eſſent unu' Coꝛpus Coꝛpoꝛat̃ & Politicu' in re facto & nomine ꝑ nomen Majoꝛis Ballivoꝝ & Burgen' Burgi de Cantabꝛ̃ Et eos ꝑ nomen Majoꝛis Ballivoꝝ & Burgen' Burgi de Cantabꝛ̃ unum Coꝛpus Coꝛpoꝛat̃ & Politicum in re facto & nomine realiter & ad plenum idem nuper Rex ꝓ ſe Heredibꝰ & Succeſſoꝛibꝰ ſuis ꝑ eaſdem Literas Patentes erexit fecit oꝛdinavit conſtituit & declaravit Et q̃d ꝑ idem nomen haberent Succeſſion' ꝑpetuã Et ulterius idem nuꝑ Rex de uberioꝛi Gꝛatia ſua voluit & ꝑ eaſdem Literas Patentes ꝓ ſe Heredibꝰ & Succeſſoꝛibꝰ ſuis conceſſit p̃d̃ Majoꝛi Ballivis & Burgeñ Burgi p̃d̃ & eoꝝ Succeſſoꝛibꝰ Quod Majoꝛ Ballivi & Burgeñ Burgi p̃d' ꝓ tempoꝛe exiſteñ vel majoꝛ pars eoꝝdem (quoꝝ Majoꝛ Burgi pꝛed' ꝓ tempoꝛe exiſten' unu' eſſe voluit) haberent plenam authoꝛitatem poteſtat̃ & facultat̃ condendi conſtituendi oꝛdinandi faciendi & ſtabiliendi de tempoꝛe in tempus talia & humoi' leges ſtatuta jura oꝛdinac̃ones & conſtituc̃ones qualia eis ſive majoꝛi parti eoꝝdem (quoꝝ Majoꝛ̃ Burgi p̃dict̃ ꝓ tempoꝛe exiſteñ unum eſſe voluit) bona utilia ſalubꝛia honeſta & neceſſaria juxta eoꝝ ſanas diſcretiones foꝛe viderentur ꝓ bono regimine &

gubernac̄one Majoris Ballivoꝝ & Burgen̄ Burgi p̄d & omniū & ſingulorꝝ alioꝝ Burgen̄ Officiar' Miniſtroꝝ Artificū inhabitan̄ & reſiden̄ quorꝝcunqꝫ infra Burgū p̄red & libertates ejuſd̄ ꝓ uberiori bono publico com̄uni utilitate ac bono regimine Burgi predict' ac etiam ꝓ meliore gubernacon̄ diſpoſicon̄ locacon̄ & dimiſſion̄ terraꝝ poſſeſſion̄ revencon̄ & hereditament' p̄fat' Majoris Ballivoꝝ & Burgen' Burgi p̄dict' ac res & cauſas alias quaſcuqꝫ Burgi p̄d ſtatum jura & intereſſe ejuſdem Burgi tangen̄ ſeu quoquomodo concernen' Quodqꝫ Major Ballivi & Burgen' Burgi p̄d ꝓ tempore exiſten̄ vel eoꝝ major pars (quoꝝ Major' Burgi p̄d ꝓ tempore exiſten̄ unum eſſe voluit) quotieſcunqꝫ humoi leges jura conſtituc̄ones & ordinacon̄ condiderint fecerint & ſtabiliverint in forma p̄d humoi & talia penas punic̄on̄ & penalitat' ꝑ impriſonament' corporis ſeu corporum vel ꝑ fines & amerciament' vel ꝑ eoꝝ utrumqꝫ erga & ſuper omnes delinquentes contra humoi leges inſtitut' jura ordinacon̄ & conſtitucon̄ ſive eoꝝ aliquod ſive aliqua qualia & que eiſdem Majori Ballijs & Burgen̄ ꝓ tempore exiſten̄ ſive eorū majori parte (Quorū Major Burgi p̄dict' ꝓ tempore exiſten̄ unum eſſe voluit) neceſſar' opportun̄ & requiſit' ꝓ obſervacon̄ eorundem legū ordinacon̄ & conſtitucon̄ melius fieri viderentur facere ordinare l'imittare & ꝓvidere ac eadem fines & amerciamenta levare & habere poterint & valerent ad opus & uſum Majoris Ballivorū & Burgen Burgi p̄dict' & Succeſſorū ſuorū abſqꝫ impediment' ſui aut hered̄ vel ſucceſſorū ſuorū aut alicujus ſive aliquorū officiar' vel miniſtrorū ſuorū vel hered̄ aut ſuceſſorū ſuorū & abſqꝫ aliquo compoto ſibi hered̄ ſeu ſucceſſor' ſuis inde reddendo Que omnia & ſingula leges ordinacon̄ jura & conſtitucon̄ ſic ut p̄fertur faciend̄ obſervari voluit ſub penis in eiſd̄ contineñ Ita tamen quod leges ordinacon̄ conſtitucon̄ impriſonament' fines & amerciament' humoi forent rationabilia & non erint repugnantia vel contraria legibus ſtatutis conſuetudinibus ſive juribus regni ſui Anglie ſeu rationabil' & laudabil' preſcripcon̄ & conſuetudin̄ in eodem Burgo antiquo uſitat' & conſuet' Virtute quarumquidem literarū patentiū ijdem Major Ballij & Burgen̄ fuer' corpus corporat' & politicū in re facto & nomine Et poſtea Dn̄us Carolus primus nuꝑ Rex Anglie ſexto die Februarij anno regni ſui Anglie &c. ſeptimo apud Weſtm̄ p̄d ꝑ literas ſuas patentes magno Sigillo ſuo Anglie ſigillat' (quas ijdem Major Ballij & Burgen̄ hic in Cur' etiam ꝓferunt quarū dat' eſt apud Weſtm̄ p̄d eiſdem die & anno) de uberiori Gratia ſua voluit & per eaſdem literas patentes ꝓ ſe & ſucceſſoribus ſuis conceſſit p̄fat' Majori Ballijs & Burgen̄ Burgi p̄d & ſucceſſoribꝫ ſuis q̄d de cetero imppm̄ foret & eſſet infra Burgum

Poiar a impoſer Fines,

Roy Charles le primer 6 Feb en le ſept' ann' de ſon Reigne per ſes Letters Patents grant, &c. que ſerroit un de Burgeſſes que ſerroit appres Major, &c.

Et 12 Capital Burgeſſes ſerront Aldermen & del Privie Councel. Et que ſerront 34 del Common Councel Aſſiſtants.

By Law.

Que ſi aſcun del Common Councel voluntariment reſignera, &c. que il immediatement paieroit 10 l. al uſe de Corporation.

Novel Patent del Incorporation per Car. 2.

gum p̄d unus de Burgenſib; Burgi p̄d qui foret & vocaretur Major Burgi p̄d Quodq; forent & eſſent duodecim de capital Burgen' Burgi p̄d p̄ter Major' Burgi p̄d qui forent & nominarentur Alderman̄ ac de privat' Concilio Burgi p̄dict' put de antiquo conſuever' Quodq; ſimilit' forent & eſſent infra Burgum p̄red vigint' quatuor de alijs diſcretiorib; Burgen̄ ejuſdem Burgi qui forent & nominarent' de Comuni Conſilio Burgi p̄d Et idem nup Rex Carolus primus voluit & per eaſdem literas patentes p ſe heredib; & ſucceſſorib; ſuis conceſſit q̄d pred' viginti quatuor de Cōi Conſilio Burgi p̄d p tempore exiſten̄ eſſent de tempore in tempus aſſiſten̄ & auxilian̄ Majori & Alderman̄ dcī Burgi p tempore exiſten̄ in ōib9 cauſis reb9 negotijs & materijs quib;cunq; dcū Burgū tangen̄ ſeu quoquomodo concernen̄ toties quoties & quandocunq; p Majorem Burgi p̄d p tempore exiſten̄ requiſit' forent put uſitat' & conſuet' uſq; tunc tempus & de antiquo gaviſ̄ fuer' put p eaſdem lr̄as patentes p̄d Dnī Caroli primi nup Regis plenius apparet Cumq; etiam poſtea ſcilt ad diem cōem general' tent' p adjournament' p Burgo p̄d tertio die Maij anno regni Dnī Caroli ſecundi nup Regis Anglie &c. triceſimo quidam Edrus̄ Miller adtunc Major ville Cantabr̄ p̄d exiſten̄ & major pars Ballivorum & Burgen̄ adtunc exiſten' apud Burgum de Cantabr' p̄d ad p̄d diem cōem general' tent' apud Guihald̄ ejuſdem ville adtunc & ibm̄ aſſemblat' adtunc & ibm̄ p bono regimine & gubernacone Burgen̄ Burgi p̄d opptun̄ cogitaver' Anglice did think fit & ita ordinaver' & in librū ordinacon̄ corporacon̄ p̄d poſuer' & conſtituer' Qd' ſi ad ullum tempus abinde aliquis Cōis Conſilij ejuſdem ville voluntarie reſignaret vel deponeret Anglice lay down locū ſuū hoīs Coīs Conſilij Anglice his Place of Common-Council-Man tunc talis homo Comunis Conſilij ita reſignan̄ vel deponen̄ locum ſuū imediate Anglice forthwith ſolveret ſumam decem librarum ad uſum Corporaconis p̄d Cumq; etiam poſtea dict' Dnus̄ Carolus ſecdus̄ nuper Rex Anglie tertio die Januarij an̄o regni ſui triceſimo ſexto apud Weſtm̄ p̄d p lr̄as ſuas patentes magno ſigillo ſuo Anglie ſigillat' (quas ijdem Major Ballij & Burgen̄ p̄d hic in Cur' pferunt quarū dat' eſt apud Weſtm̄ p̄d' eiſdem die & anno) de Gr̄a ſua ſpeciali ac ex certa ſcientia & mero motu ſuis de novo conſtituit declaravit & conceſſit q̄d Burgen̄ & Inhabitan̄ Burgi de Cantabr' pred extunc imppm̄ forent & eſſent unū corpus corporat' & politicū in re facto & nomine p nomen Majoris Ballivorū & Burgen̄ Burgi Cantabr' Ac eos p nomen Majoris Ballivorū & Burgen̄ Burgi Cantabr̄ unū corp9 corporat' & politicū in re facto & nomine real' & ad plenū p ſe hered̄ & ſucceſſorib9 ſuis incorporavit

ererit

erexit fecit ordinavit conſtituit creavit confirmavit ratificavit & declaravit Et qđ' ꝑ idm̄ nōen ħerent ſucceſſionē ꝓpm Et idm̄ nuꝑ Rex Carolus ſecundus ꝑ eaſdem lr̄as ſuas Patent' (int' alia) aſſignavit nōiavit conſtituit & fecit p̄d Gerrard Herring unū Primoꝝ & Modernoꝝ de Cōi Conſilio Burgi p̄d continuando in eodem Officio durante ejus vita Et ijdem Major Ball'ij & Burgen Burgi p̄d ulterius dicunt q̄d p̄d Gerrard Herring poſtea ſcil't triceſimo die Aprilis ãno Dnī mill'imo ſexcenteſimo octogeſimo quinto apud Cantabr̄ p̄d voluntarie reſignavit in ſcriptis ſub manu ſua locū ſive Officiū ſuū Cōis Conſilij ville Cantabr̄ p̄d ꝑ qđ acc̄o accrevit eiſdem Majori Ball'ijs & Burgen' ad exigend̄ & ħend̄ de p̄fat' Gerrard Herring p̄d decem libras p̄d tamen Gerrard Herring licet ſepius requiſit' p̄d decem libras eiſdem Majori Ball'ijs & Burgen' nondum reddidit ſed ill' eis hucuſq; reddere oīo contradixit & adhuc contradic' unde dic' qđ deteriorat' ſunt & dampnū ħent ad valenciā centū ſolidoꝝ Et inde ꝑduc' ſectam &c.

Le Def. eſt appoint un de Common Council, &c.

30 April, 1685. resign ſon lieu de Common-Council-man.

Et p̄d Gerrard Herring ꝑ Robtū Drake Attorn' ſuū ven' & defend' vim & injur' quando &c. Et dic' qđ ipē non debet p̄fat' Majori Ball'ijs & Burgen' p̄d decem libras nec aliqm̄ inde denar' modo & forma ꝑut p̄d Major Ball'ij & Burgen' ſupius v̄ſus eū narravēt Et de hoc pon' ſe ſuꝑ priam Et p̄d Major Ball'ij & Burgen' ſimilit' &c. Jō p̄cept' eſt Vic' qđ venir' fac' hic in Octabis Purificacon' btē Marie Et qui nec &c. Ad recogn' &c. Quia tam &c.

APres Verdict pur le Plaintiff, fuit move en Arreſt de Judgment.

1. Que nul Reſignation poet eſtre fait forſq; al Major, &c.
2. Que le Reſignation duiſſoit aver eſtre per fait, car le Defendant ad Franktenemnt.
3. Que nul notice fuit done al Defendant de le By-law, & que il ne fuit aſcun Member del Corporation al temps del feaſans de le By-law.
4. Que le Corporation que fuit al temps del feaſans de le By-law fuit diſſolve per le darrein Charter.

Mes touts les dits Exceptions fueront over-rule, & Judgment fuit done pur le Pl.

Burbridge v. *Clayton.*

Cooke. Hill. 1 & 2 Jac. 2. Regis. Rot. 1075.

Debt pur 200 l. port per Pl. come Admin. de R. C. nient admin' per A. C. ſon Relict, &c.

Narr'. Sur Obligat' fait per W. C. al le Defs. Teſtat' al Inteſtat' R. C.

Nott' ſſ. Maria Clayton nuꝑ de Whitwell in Com̄ Derb̄ vid̄ Executrix Teſtī Willī Clayton Gen' nuper dict' William Clayton of Roumley in the County of Derby Gent. ſum̄ fuit ad reſpondend' Ric̄o Burbridge Adminiſtrator bonoꝝ & catalloꝝ que fuer̄ Robti Clegg ꝑ Annam Clegg vid' & relictam ejuſdem Robti & poſtea uxorem ipſius Ric̄i nuꝑ Exutric Teſtī p̄d' Robti Clegg non Adminiſtrat̄ de pl'ito qd' reddat ei ducent' libras quas ei injuſte detinet &c. Et unde idem Ricus̄ ꝑ Franc̄um Wyld Attorn' ſuū dic' qd' cum p̄d' Will'us Clayton in vita ſua viceſimo octavo die Septembris anno Dnī mill'imo ſexcenteſimo quinquageſimo nono apud Manſfield ꝑ quoddm̄ ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri p̄fat̄ Robto Clegg in vita ſua in p̄dcis̄ ducent̄ libris ſolvend' eidem Robto cum inde requiſit' fuiſſet p̄d' tamen Will'us in vita ſua ac pred' Maria Clayton poſt mortem ejuſdem Willī licet ſepius requiſit̄ pred' ducent̄ libr' p̄fat̄ Robto in vita ſua ſeu prefat̄ Anne poſt mortem p̄d' Robti dum ipſa ſola fuit ſeu eiſdem Ric̄o & Anne poſt deſponſalia inter eos celebrat' ſeu eidem Ric̄o poſt mortem p̄fat̄ Anne (cui quidm̄ Ric̄o poſtea ſcil't viceſimo ſexto die Januarij an̄o Dnī mill'imo ſexcenteſimo ſexageſimo tertio Adminiſtrac̄o omn' bonoꝝ & catalloꝝ que fuer̄ p̄dcī Robti tempore mortis ſue ꝑ p̄fat̄ Annam non adminiſtrat̄ infra peculiar̄ Juriſdicc̄onem Manerij de Manſfield in Com̄ p̄d' exiſten' (infra quam quidem Juriſdicc̄onem videl't apud Manſfield p̄d' ſcriptum p̄d' adtunc ac tempore mortis p̄d' Robti fuit & extitit) ꝑ Will' Clay Gen' Seneſchal' Cur̄ Maner' illius cui com̄iſſio adminiſtracon̄ illius de jure ꝑtinuit apud Manſfield p̄d' infra Manerium illud debō modo com̄iſſ' fuit) non reddidit ſed ill' eis reddere contradixit ac p̄d' Maria Clayton ill' eidem Ric̄o adhuc reddere contradic' ac injuſte detinet unde dic' qd' deteriorat̄ eſt & dampnū h̄et ad valenciam vigint̄ librar̄. Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' tam ſcriptū p̄d' quod debitum p̄d' in forma pred' teſtatur cujus dat̄ eſt die & an̄o primo ſuꝑdic̄to qm̄ Lr̄as Adminiſtrator' p̄d' Seneſcalli que Com̄iſſion' Adminiſtracon' pred' in forma predc̄a teſtantur &c.

Adm' grant al Pl. de biens deins le peculiar de Manor de M. (deins que fuit port) per W. C. al que le Commiſſion, &c. de jure appertient.

Et

Barr.

Proteſtat' que l'Oblig' ne fuit fait deins le peculiar.

Pur Plea dit que le dit W. (& iſſint miſpriſt Will. pur Robert le Pls. Inteſt') fuit touts temps reſident, &c. al Whitwell hors de le peculiar Juriſdict'.

Et p̄dcā Maria ꝑ Laurentiū Athorpe Attorn' ſuū ven' & defend' vim & injur' quando &c. Et dic' q̄d p̄dcus Ricus acc̄onem ſuam pred' verſus eū h̄ere non debet quia ꝓteſtando dic' q̄d ſcriptū obligatoriū pred' in narrac̄one pred' ſuperius menc̄onat' non fact' nec ſigillat' vel delibat' fuit ꝑ p̄dcm Willm Clayton in narrac̄one pred' nōiat' p̄fat' Robto Clegg in vita ſua infra peculiar' Manerij de Mansfield in narrac̄one pred' ſuperius menc̄onat' Pro plito eadem Maria dic' q̄d p̄dcus Willielmus tempore mortis ſue & ſemper antea reſiden' & hitan' fuit extra Jurisdicc̄onem peculiar' Manerij de Mansfield pred' videlt apud Whitwell in Com Derb infra Provinc' de Cantuar' Quodq; ipſa eadem Maria ſemper poſt mortem pred' Willi hucuſq; hitan' & reſiden' fuit apud Whitwell pred' in Provinc' Cantuar' pred' Et ulterius eadem Maria dic' q̄d Whitwell pred' eſt & a tempore cujus contrar' memoria hominū non exiſtit fuit infra Provinc' Cantuar' pred' & non infra Jurisdicc̄onem peculiar' Manerij de Mansfield pred' Et hoc parat' eſt verificare unde pet' Judicm ſi p̄dcus Ricus acc̄onem ſuam p̄dcam verſus eam h̄ere debeat &c.

Replic. Proteſtat' que l'Oblig' fuit fait deins le peculiar.

Et p̄dcus Ricus dic' q̄d ipſe ꝑ aliqua p̄allegat' ab acc̄one ſua pred' h̄end' p̄cludi non debet quia ꝓteſtando q̄d ſcriptum obligatoriū pred' factū fuit per p̄dcm Willum Clayton p̄fat' Robto Clegg in vita ſua infra peculiarem Jurisdicc̄onem pred' videl't apud Mansfield pred' ꝓut idem Ricus ſuperius ſuppon' Pro pl'ito idem Ricus dic' q̄d tempore mortis pred' Robti ſcil't viceſimo die Decembris anno Dñi mill'imo ſexcenteſimo ſexageſimo primo necnon p̄dco tempore Adminiſtrac̄onis pred' eidem Rico ſic ut p̄fertur comiſſe ſcriptū obligatoriū pred' fuit & extitit infra peculiarem Jurisdicc̄onem p̄dcam videl't apud Mansfield p̄dcam ꝓut idem Ricus per narrac̄onem ſuam p̄dcam ſuperius allegavit Et hoc parat' eſt verificare unde pet' Judicm & debitum ſuū p̄dcm unacum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c.

Rejoinder que eſt forſq; un repetition de Barr.

Et p̄dcā Maria ut prius dicit q̄d p̄dcus Will'us tempore mortis ſue & ſemper antea fuit hitan' & reſiden' extra Jurisdicc̄onem peculiar' Manerij de Mansfield pred' videl't apud Whitwell pred' infra Provinc' de Cantuar' pred' Et quod p̄dcā Maria ſemper poſt mortem dci Willi hucuſq; fuit hitan' & reſiden' apud Whitwell pred' infra Provinc' Cantuar' p̄d' Et q̄d' Whitwell pred' eſt & a tempore cujus contrar' memoria hominū non exiſtit fuit infra Provinc' Cantuar' pred' & non infra peculiarem Jurisdictionem Manerij de Mansfield pred' Et de hoc pon' ſe ſuper p̄riam &c. Demurrer, & Joinder en Demurrer.

LE ſole Exception que fuit priſe per le Councel del Defendant al Declaration fuit, pur ceo que ne fuit monſtre quel Authority ceſtuy que commit l'Adminiſtrat' al Plaintiff ad a ceo faire.

Mes al ceo fuit reſpond, Que fuit alledge en le Declaration, que *Commiſſio Adminiſtracon' illius illi de Jure pertinuit*; & que ceo eſt ſufficient eſt prove per le common Exception en autiels Caſes, *viz.* Que ne fuit dit que ceſtuy que admit l'Adminiſtrat' fuit *loci illius Ordinar'*, *nec quod Commiſſio*, &c. *illi pertinuit*, come eſt en *Morgan* & *Williams*'s Caſe, 3 *Cro.* 431. en *Skudmore* & *Wenſton*'s Caſe, 3 *Cro.* 879. & en *Chard* & *Bird*'s Caſe, 3 *Cro.* 838.

Vide ore pur ceo matter le Caſe de *Dring* & *Reſpas* 1 *Levinz* 193. ou autiel Exception eſt priſe; Et en le Report de ceſt Caſe, en *Keble* 125 & 152. eſt dit per *Twiſden* & *Cur'*, que en un Barr doit eſtre dit, *cui Adminiſtrat' pertinuit*, eſpecialment en un peculiar. Et en *Clementſon* & *Mountford*'s Caſe, *Stiles* 106. eſt dit per *Rolls*, Que en un Declaration ne beſoigne a dire que Adminiſtration fuit grant *loci ordinar'*, *aut cui pertinuit*, &c. coment doit iſſint eſtre plede en un Barr.

Fuit auxi dit, Que ſi ad eſtre *loci illius ordinar'*, ad eſtre bone, come eſt prove per 35 *H.* 6. 46. *a.* lou fuit plede que Adminiſtrat' fuit grant per le Abbot de *Weſtminſter*, *loci illius Ordinar'*, Except' fuit priſe que ne fuit monſtre que le Abbot ad aſcun poiar, ou per Grant ou Preſcription, a granter Letters d'Adminiſtrat', mes uncore ſur Demurrer fuit adjudge bone, & adire que *Commiſſio, &c. de Jure pertinuit* a luy eſt tantamount.

Fuit auxi inſiſt, Que le Def. per le Barr ad confeſs que fuit tiel peculiar Juriſdiction per pleadant que l'Inteſtate moruſt hors de Juriſdiction.

Tout le Court fuit de Opinion que le Declaration fuit bone, & le Pl. ad Judgment.

Terry

Terry v. *Ward.*

Paſch. 2 Jac. 2. Regis.

Cooke.

London ſſ. PEtrus Wade nuper de London Aurifaber al's dict' Petrus Wade de Civitat' London Aurifaber ſuũ fuit ad reſpondend' Michaeli Terry Gen' uni Curſitoꝛ Cur' Cancellar' Dni Regis de pl'ito q̄d reddat ei quingentas libꝛas quas ei debet & injuſte detinet &c. Et unde idem Michael per Radulphum Grange Attoꝛn' ſuũ dic' qd' cum pꝛed' Petrus decimo die Decembꝛis anno regni Dni Caroli ſecundi nuper Regis Anglie &c. triceſimo ſecundo apud London' pꝛed' in parochia bte Marie de Arcub⁹ in warda de Cheape per quoddam ſcriptũ ſuũ obligatoꝛium conceſſiſſet ſe teneri pꝛefat' Michael' in pꝛedciſ quingentis libꝛis ſolvend' eidem Michaeli cum inde requiſit' fuiſſet Pꝛed' tamen Petr⁹ licet ſepi⁹ requiſit' pꝛed' quingentas libꝛas eidem Michaeli nondũ reddidit ſed ill' ei reddere hucuſq; contradixit & adhuc contradic' unde dic' qd' deterioꝛat' eſt & dampnũ h̄et ad valenc' viginti libꝛarum Et inde pꝛoduc' ſectam &c. Et pꝛofert hic in Cur' ſcriptum pꝛedcm̄ quod dcm̄ pꝛedcm̄ in foꝛma pꝛedcã teſtatur cujus dat' eſt die & año ſupꝛadicto &c.

Debt pur 500 l.

Narr' ſur obligat' fait 10 Decembr' 32 Car. 2.

Et p̄dcus Petrus p Ricardum Gibbs Attoꝛn' ſuũ ven' & defend' vim & injur' quando &c. Et petit audit' ſcripti p̄dci & ei legitur &c. petit etiam audit' condic̄onis ejuſdem ſcripti & ei legitur in hec v̄ba ſſ. The Condition of this Obligation is ſuch, That if the above-bound *Peter Wade* and *Chriſtopher Hooper*, they, or either of them, they, or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the above-named *Michael Terry*, his Executors, Adminiſtrators or Aſſigns, the Sum of Two hundred fifty three pounds two ſhillings and ſix pence, of lawful Money of *England*, on the eleventh day of *March* next enſuing the date above-mentioned, giving ten days notice, at the Houſe of *Peter Wade*, ſcituate in *Lombard-ſtreet*, without fraud or delay, then this Obligation to be void and of none effect, or elſe to ſtand and be in full force and virtue. Quib; l̄cis & audit' idem Petrus dic' qd̄ p̄d' Michael accõn ſuam p̄dcam inde v̄ſus eum h̄ere non debet quia dic' qd̄ pꝛed' Michael non dedit noticiam de aut concernen' ſolucon' pꝛed' ducentarum quinquaginta trium libꝛarum duoꝛum ſolidoꝛum & ſex denar' in condicõn p̄d' ſuperius men-

Barr.

Le condition que eſt a payer 253 l. 2 s. 6 d. 11 March prochein enſuant le date, &c.

mencōnat ſecundum formam & effcm condicon p̄d Et hoc parat' eſt Vificare unde pet Judicm ſi p̄dcus Michael accōnem ſuam p̄d inde vſus eum here debeat &c.

Replicat' Et pred' Michael dic' qd ipe p aliqua preallegat ab accōne ſua pred' hend' precludi non debet quia dic' qd p̄dcus Petrus modo defendens & pred' Chriſtopherus Hooper non ſolvet nec eorū alter ſolvit eidem Michael pred' ducentas quinquaginta & tres libras duos ſolid' & ſex denar' in condicon' pred' ſuperius mencōnat ſuper pred' undecimū diem Marcij in eadem condicon' ſpecificat quos ei ſuper eundem diem ſolviſſe debuet ſcdm formam & effectum condicon' illius Et hoc parat eſt Vificare unde pet Judicm & debm ſuū predictū unacum dampnis ſuis occōne detencōnis debi ill' ſibi adjudicari &c.

Rejoinder. Et pred' Petrus ut prius dic' qd pred' Michael non dedit noticiam de aut concernen' ſolucon' pred' ducentarū quinquaginta triū librarum duorum ſolidorum & ſex denariorum in condicon' ſuperius mencōnat ſecundum formam & effectum condicōnis pred' Et hoc parat eſt Vificare unde ſicut prius pet Judicm ſi pred' Michael accōn ſuam pred' vſus eum here debeat &c. Demurrer, & Joinder en Demurrer.

JUdgment en ceſt Caſe fuit done pur le Plaintiff pur deux Reaſons :

1. Pur ceo, que il fuit tenus per le Court, que le notice fuit d'eſtre done per le Defendant. Le difficulty de ceſt matter conſiſt en ceo, que le Defendant eſt lye en l'Obligation per noſme de *Petri Wade de London Aurifabri*, & le Condition d'Obligation eſt a payer l'Argent al Meaſon de *Peter Wade* en *Lombard ſtreet London*, que poit eſtre le Meaſon del Defendant, & voet eſtre ſtrange que l'Obligor doneroit notice al ſon Meaſon, demeſne de payment de Argent d'eſtre fait al Obligee ; mes le Court ne voiloit ceo intend, pur ceo que ne fuit dit en le Condition, que le Argent fuit d'eſtre pay al Meaſon *of the aforeſaid, or of the abovebounden* Peter Wade, & pur ceo ils pluiſtoſt voilont intend ceo d'eſtre al Meaſon d'auter home, eſpecialment il ne appearant que le Meaſon del Defendant fuit en *Lombard-ſtreet*. Mes admittant que puit eſtre intend, que le notice fuit d'eſtre done al Meaſon del Defendant, uncore ceo n'eſt un matter cy ſtrange, mes que poiet eſtre voire, car peradventure poiet eſtre, que le Defendant en reſpect des grand beſoignes, queux il ad come un Goldſmith, que il ne vaer' de ſon Meaſon a doner notice, mes que le Pl. vener' al Meaſon de Defendant le 10 jour, devant le 11 jour de *March* en le Condition, a ſcaver ſi le Defendant voiloit pay l'Argent ſur le jour en le Condition.

Auter Reaſon fuit, pur ceo que ne puit eſtre intend que fuit l'intent des parties que le Argent ſerroit perd pur default de notice; mes admittant que fuit incumbent ſur le Plaintiff a doner le notice, uncore le Plea del Defendant fuit male, pur ceo, que il fuit plede en barr, lou duiſſoit aver eſtre ſolement en Abatement. Et pur ceo *vide* le Caſe de *Lawſon* & *Widrington*, que eſt ore report, *Levinz* 1 *Rep.* 85. *Raymund* 61. & 1 *Keb.* 380. ou eſt iſſint reſolve en autiel Caſe.

Creſſer v. *Hunt.*

Paſch. 1 Jac. 2. Regis.

Debt vers le Conſtable del Caſtle de Cheſter pur un Eſcape.

London ſſ. Thomas Hunt nuꝑ de Caſtr̃ Ceſtr' &c. ſum̄ fuit
ad reſpondend̄ T. C. &c. Et unde idem T. C.
ꝑ Attorn̄ ſuū quer' q̄d cum p̄d̄ T. C. in Cur' Dn̄i Caroli ſecundi
Regis &c. coram ipſo Rege ſcil't Termino Sc̄i Hillarij an̄o regni
ci Dn̄i Caroli ſecundi triceſimo tertio & triceſimo quarto (ea-
em Cur' apud Weſtm̄ in Com̄ Midd̄ tunc exiſten̄) ꝑ Billam
ine Bꝛe ipſius Dn̄i Caroli ſecundi Regis ꝑ Judicm̄ ejuſdem
Cur' recuꝑaſſet v̄s quendam H. D. Gen̄ ꝑ nomen &c. quoddam
ebm ..... libr' neenon &c. ꝓ dampnis ſuis que ſuſtinuit tam
cone detencōnis debi ill' quam ꝓ miſ̄ & cuſtag' ſuis ꝑ ipm̄ cir-
a ſectam ſuam in hac parte appōit̄ unde p̄d̄ H. D. convict̄ fuit
ut ꝑ Recoꝛd̄ & Pꝛoceſſ̄ inde in eadem Cur' Dn̄i Regis co-
am ipſo Rege reſid̄ plenius liquet Cumq; p̄d̄ T. C. ꝓ citioꝛi
tencōne debi & dampn̄ p̄d̄ ſuꝑ Judic' p̄d̄ in ſuis plen̄ roboꝛe
vigoꝛe & mid ſolut' ſive ſatisfact' remanen̄ poſtea ſcil't &c. ex-
a p̄d̄ Cur' dc̄i Dn̄i Caroli ſecundi Regis &c. coꝛam ipſo Re-
(eadem Cur' apud Weſtm̄ p̄d̄ in p̄d̄ Com̄ Midd̄ tunc exiſten̄)
bo modo ꝓſecut̄ fuiſſet quoddm̄ Bꝛe dc̄i Dn̄i Regis de teſtat'
apias ad ſatisfaciend̄ v̄ſus p̄d̄ H. D. tunc Camerar' Com̄ Pal'
i Dn̄i Caroli ſecundi Regis de Ceſtr' ſive ejus locum tenent'
m direct' ꝑ q̄d quidem Bꝛe idem Dn̄us Rex Car' ſecundus
epit eidem tunc Camerar' ſive ejus locum tenent' ibm̄ quod
Bꝛe ipſius Dn̄i Regis Caroli ſecundi ſub ſigill' Com̄ Pal' p̄d̄
de conficiend̄ mandar' fac' tunc Vic' ejuſdem Com' capere p̄d̄
. ſi invent̄ foꝛet in ball'ia ſua & eum ſalvo cuſtod̄ ita q̄d heret
p⁹ ejus coꝛam dc̄o Dn̄o Rege Carolo ſecundo apud Weſtm'
&c. ꝓx' ſequen' ad ſatisfaciend̄ ꝑfat̄ T. C. de debo & dampn̄

Judgment en Banco Regis.

Teſtatum Ca' ſat' agard al Chamberlain de Cheſter.

Delivery del briefe.

Mandat del Chamberlain al Viſcount de Cheſter.

Delivery de ceo al Viſc.

Garrant del Viſc. al Def.

Le Caſtle del Cheſter ad eſtre de temps dont, &c. le Priſon del County.

p̃d Et q̃d heret ibi tunc Bꝛe ill' Quod quidem Bꝛe idem T.C. poſtea & ante retoꝛn' ejuſdem ſcil't &c. apud G. in p̃d Com' & tunc Camerar' Com' Pal' p̃d delibavit in foꝛma juris exequend' qui quidem tunc Camerar' ejuſdem Com̃ Pal' viz. Will'us Comes Derb' ꝓ execuc̃one Bris ill' poſtea & ante retoꝛñ Bris p̃d ſcil't apud G. p̃d ꝑ Bꝛe dc̃i Dñi Caroli ſecundi Regis ſub ſigillo Com̃ Pal' p̃d tunc & ibm debe confect' mandat' fecit tunc Vic' ejuſdem Com' p̃d quod capet p̃d H. D. ſi invent' foꝛet in ballia ſua & eũ ſalvo cuſtod' ita q̃d heret coꝛpus ejus coꝛam dc̃o Dño Rege apud Weſtm' p̃d p̃d die &c. ad ſatisfaciend' p̃fat' T. de deb' & dampn' ſuis p̃d Qd quidem Bꝛe ꝑ ipm̃ Camerar' ſic fact' idem T. C. poſtea & ante retoꝛñ inde ſcil't &c. apud G. p̃d cuidm' J. W. tunc Vic' Com' Pal' p̃d delibavit in foꝛma juris exequend' Cumq; p̃d H. p̃dc̃o tempoꝛe delibacon' Bꝛis p̃d ſub ſigillo ejuſdem Com' (ut p̃fertur) fact' ſcil't &c. fuiſſet in p̃d Caſtro Ceſtrie ſub cuſtod' p̃d T. H. tunc & adhuc Conſtabular' ejuſdem Caſtri exiſten' actualiter detent' ꝑ ꝓceſs' legis in ea parte ad ſect' diverſaꝝ ꝑſonaꝝ deb' emanat' & hit' p̃dcq; H. in Caſtro p̃d ſub cuſtod' p̃d tunc & adhuc Conſtabular' Caſtri ill' ut p̃fertur detent' exiſten' p̃d tunc Vic' poſtea & ante retoꝛn' Bris p̃d ſcil't &c. ſecundum cons̃ in Com̃ Pal' p̃d (a tempoꝛe cujus contrarij memoꝛ' hominũ non exiſtit in hujoi caſu uſitat' & apꝓbat') virtute ejuſdem Bris fecit quoddam warrant' in ſcript' ſub ſigillo Officij ipſius tunc Vic' Conſtabul' Caſtri de C. vel ejus Deputat' ſive Deput' ad detinend' in cuſtod' ſua coꝛpus p̃d H. D. & eũ ſalvo cuſtod' ita q̃d idem tunc Vic' heret coꝛpus ejus coꝛam dc̃o Dño Rege apud Weſtm' p̃d ad p̃dcm' &c. tunc ꝓx' ſequen' ad ſatisfaciend' p̃d T. C. de debo & dampñ p̃d in foꝛma p̃d Virtute cujus quidm̃ warrant' ꝑ p̃d Vic' ſic fact' coꝛpꝰ p̃d H. poſtea & ante retoꝛn' Bris & warrant' p̃d' ſcil't apud Caſtrum p̃d & in Caſtro p̃d ſub cuſtod' p̃d T. H. tunc & adhuc Conſtabular' ejuſdem Caſtri ut p̃fertur exiſten' adtunc & ibm detent' & debo modo onerat' fuit in execuc̃one ꝓ debo & dampn' pꝛed' pꝛedcq; T. H. tunc Conſtabular' ejuſdem Caſtri ut pꝛefertur exiſten' pꝛefat' H. in execuc̃one ꝓ debit' & dampñ pꝛed' infra Caſtrum pꝛed' ſub cuſtodia ſua tunc & ibm huit & detinuit Cumq; Caſtrum ill' eſt & a toto tempoꝛe cujus &c. fuit Pꝛiſon' dc̃i Dñi Regis in Com' Pal' pꝛed' in qua pꝛed' T. & quilibt al' Conſtabular' Caſtri pꝛed' ꝓ tempoꝛe exiſten' conſuevit ac debuit & adhuc uſus eſt & debet ſalvo cuſtodire quamlibet perſonam ſive Pꝛiſonat' in execuc̃one ꝓ debo & dampn' infra Caſtrũ pꝛed' ſub cuſtod' hujuſmodi Conſtabular' ꝑ Vic' Com' pꝛed' ꝓ tempoꝛe exiſteñ virtute alicujus Bris onerat' modo & foꝛma ſupꝛadicto quouſq; talis ꝑſona ſive perſoñ e cuſtod' ipſius Conſtabul' deba legis foꝛma exonerat'

exonerat' fuit Ac p̃d T. H. Conſtabul' Caſtri pꝛed' pꝛedcq; H. in cuſtod' ipſius T. H. in execuc̃on ꝓ debo & dampn pꝛed' in foꝛma pꝛed' onerat' & detent' exiſten idem T. H. Conſtabul' Caſtri pꝛed' ut pꝛefertur exiſten abſq; aliquo pꝛecepto dci Dni Regis ſeu aliqua legali exoneracon in ea parte ac ſine licenc' & contra voluntat' ipſius T. C. poſtea ſcilt &c. apud London pꝛed' in parochi Sc̃e Marie de Arcub9 in warda de Cheape pꝛefat' H. T. e cuſtod' ſua ad largum quo voluit ire libere permiſit eodem T. C. de debo & dampnis pꝛed' ſeu aliqua eoꝝdem parcel' tunc ſeu adhuc mi ſolut' ſeu ſatisfact' exiſten per quod acc̃o accrevit &c.

Tonſtall & *Kath.* Ux' v. *Williamſon.*

Tempeſt. Hill. 3 & 4 Jac. 2. Regis.

London' ſſ. Radus Williamſon nuꝑ de London Gen alias dict' Ralph Williamſon ſum fuit ad reſpondend Barnabe Tonſtall Armig' & Katerine Ux' ejus de plito quod reddat eis treſcentas libꝛas quas eis debet & injuſte detinet &c. Et unde ijdem Barnabas & Katerina ꝑ Thomam Whitfield Attoꝛn ſuu dic' quod cum p̃d Radus decimo quarto die Maij anno regni Dni Regis nunc pꝛimo apud London videlt in parochia bte Marie de Arcub; in warda de Cheape ꝑ quodam ſcriptu ſuu (quod ijdem Barnabas & Katerina ſigillo pꝛed Radi ſignat' hic in Cur' ꝓfer' cujus dat' eſt eiſdem die & año) recitando quod ſuꝑ confecc̃onem conceſſionis Anglice a Grant eidem Rado de officio Autographi Anglice Comptroller vectigalium Anglice Cuſtoms nuper Majeſtatis Anglice of his late Majeſty apud novum Caſtrum ſuper Tynam ipe ſecund bene-placitum ejuſdem nuꝑ Majeſtatis per obligac̃onem ſecuraſſet p̃d Katerine dum ipſa ſola fuit per nomen Katerine Foꝛſter Vid añualem ſummam quinquaginta libꝛaꝝ duran eoꝝ ambab9 vitis ſub talibus reſtricc̃onibus qual' in p̃d obligac̃one & condic̃one inde fuiſſent menc̃onat' Et quod p̃d pꝛioꝛ conceſſio per moꝛtem Anglice demiſe p̃d nuper Regis bte memoꝛie fuiſſet determinat' Et qd ipſe p̃d Radus Williamſon adtunc fuit ſupplicand Anglice a Petitioner p̃honoꝛabil' Dño ſumo Theſaurario Anglie ꝓ nova conceſſione p̃d officij per quem oꝛdinat' & direct' fuiſſet q̃d p̃d ſoluc̃o p̃d Katerine Foꝛſter añuatim foꝛet continuat' p̃d Radus

Debt pur 300 l. ſur fait Obligatory per Baron & Feme al faire Obligation al Feme devant le coverture.

Radus per ſcriptū illud hic in Cur̄ ꝓlat̄ ꝓmiſit quod quando Anglice as ſoon as p̄d nova conceſſio ſigillaretur cum magno ſigillo Anglice ſhould paſs the Great Seal ipē ſigillaret & exequeretur Anglice execute novam obligac̄onem p̄d Katerine de conſimili penalitate & cum ſimili condic̄one cum p̄d pꝛioꝛi obligac̄one ꝓ ſecuritate Anglice ſecuring p̄d ſoluc̄onis p̄d' Katerine Et ꝓ perfoꝛmac̄one inde congruent̄ Anglice accordingly p̄d Radus per ſcriptum ill' hic in Cur' ꝓlat̄ obligaſſet ſe heredes executores & Adminiſtratoꝛes ſuos in penali ſum̄a treſcentaꝝ libꝛarum legalis monete foꝛe ſolut̄ p̄d' Katerine executoꝛib; ſive adminiſtratoꝛib; ſuis ſuper demand' ꝓut per ſcriptū ill' plenius apparet Et idem Barnabas & Katerina in facto dic' quod poſt confecc̄onem ſcripti p̄d' ſcilt decimo octavo die Junij an̄o regni Dnī Regis nunc pꝛimo apud London̄ pꝛed' in paroch & warda p̄d' p̄dcā nova conceſſio Anglice new Grant p̄d' officij Autographi Anglice Comptroler vectigaliū Dnī Regis apud Novum Caſtrum ſuper Tynam in ſcripto p̄d' ſuperius ſpec' ſigillat̄ fuit cum magno ſigillo Anglie Anglice paſſed the Great Seal & in deba juris foꝛma facta fuit eidem Rad̄o Virtute cujuſquidem conceſſion p̄d' Radus̄ de eodem officio Autographi ut p̄fertur poſſeſſionat̄ fuit & adhuc eſt inde poſſeſſionat' Et ijdem Barnabas & Katerina ulterius in facto dic' q̄d p̄d' Radus̄ a pꝛed' tempoꝛe conceſſion' p̄d' officij Autographi eidem Rad̄o ut pꝛefertur fact̄ hucuſq; licet ſepius requiſit' non ſigillavit ſive execut' fuiſſet eidem Katerine cum ipā ſola fuit ſeu eiſdem Barnabe & Katerine poſt deſponſalia inter eos celebꝛat' aliquam obligacon̄ ꝓ ſecuritate dicte ſoluc̄onis ſum̄e quinquaginta libꝛaꝝ eidm̄ Katerine Per quod acc̄o accrevit eidm̄ Katerine dum ipā ſola fuit ac eiſdem Barnabe & Katerine poſt deſponſalia inter eos celebꝛat' ad exigend̄ & habend̄ de p̄fat' Rad̄o p̄d treſcentas libꝛas p̄d tamen Radus̄ licet ſepius requiſit' p̄d treſcentas libꝛas p̄d Katerine dum ipā ſola fuit ſeu eiſdem Barnabe & Katerine poſt deſponſalia inter eos celebꝛat' non reddidit ſed ill' eis reddere contradixit ac ill' eiſdem Barnabe & Katerine adhuc reddere contradic' unde dic' quod deterioꝛat' ſunt Et dampnum habent ad valenc' quadꝛaginta libꝛaꝝ Et inde ꝓduc' ſectam &c. Demurrer, & Joinder en Demurrer.

UN Exception fuit priſt per *Inglesby* al cet Declaration, *viz.* Que eſt aver que le Defendant n'ad ſeale ou execut' al Pl. *Kath.* quand ſole, ou al les Plaintiffs apres leur Eſpouſals le Obligation. Mes ne fuit dit que le Defendant n'ad ſeale, *&c.* al Pl *Kath.* apres les eſpouſals. Et ceo fuit tenus bone Exception per tout le Court. Mes congè fuit done al Plaintiffs d'amender.

Graves v. *Hatchet.*

Cooke. Paſch. 3 Jac. Regis. Rot. 423.

London ſſ. Henricus Hatchett nuꝑ de London Saleſman alias dict' Henricum Hatchett Civem ac etiam Haberdaſher London ſum̄ fuit ad reſpondend̄ Marie Graves eid executric' teſti Jacobi Graves de plito q̄d reddat ei quadringent' libr' quas ei injuſte detinet &c. Et unde eadem Maria ꝑ Willm̄ Pocklington Attorn ſuum dic' q̄d cum p̄dcus Henr' primo die Februarij año Dni millimo ſexcenteſimo octogeſimo primo apud London in parochia bte Marie de arcubus in warda de Cheape ꝑ quoddam ſcriptum ſuum obligatorium conceſſiſſet ſe teneri p̄fat' Jacobo in vita ſua in p̄d quadringenta libr' ſolvend̄ p̄fat' Jacobo cum inde requiſit' fuiſſet p̄dcus tamen Henr' licet ſepius requiſit' p̄d quadringent' libr' p̄fat' Jacobo in vita ſua ſeu eid Marie poſt mortem ejuſdem Jacobi non reddidit ſed ill' ei reddere contradixit ac ill' eid Marie adhuc reddere contradic' & injuſte detinet unde dic' q̄d deteriorat' eſt & dampnū habet ad valenciam centum ſolidor. Et inde ꝓduc' ſectam &c. Et ꝓfer' hic in Cur' tam ſcriptum p̄d' quod debm̄ p̄d' in forma p̄d' teſtatur (cujus dat' eſt die & año ſupradict') quam literas teſtamentar' p̄fat' Jacobi per quas ſatis liquet Cur' hic ipam Mariam fore executricem teſti pred'. Et inde habere adminiſtracon &c.

Et p̄dcus Henr' ꝑ Johem White Attorn ſuum ven & defend' vim & injur' quando &c. Et dic' q̄d p̄dca Maria accon ſuam p̄d' inde verſus eum habere ſeu manutenere non debet quia dic' quod poſt tempus confeccon ſcripti obligatorij pred' ſcilt decimo quarto die Aprilis año Dni millimo ſexcenteſimo octogeſimo ſeptimo p̄d' Jacobꝰ in vita ſua & quidm̄ Petrus Pickering

Thomas Ward Thomas Phipps & Johes Cam Creditoꝛes p̄d' Henr' apud London p̄d' in parochia & warda pꝛed' ꝑ quoddm̄ ſcriptū ſuū ſigillis ſuis ſigillat' Curieq; dci Dn̄i Regis nunc hic oſtens̄ gerens dat' eiſdem die & anno ſupꝛadicto unacum diverſis al' creditoꝛib9 dci Henr' Hatchet Recitando ꝑ idem ſcriptū quod pꝛed' Henr' Hatchet debuit & indebitat' fuit ipis̄ pꝛed' creditoꝛib9 in diverſis & ſeperal' ſum̄is pecun̄ attingent' ad ſum̄am vel valenc' quatuoꝛ mille & quadꝛingent' libꝛaꝝ aut eo circit' qua quidem ſum̄a ratione divſoꝝ detrimentoꝝ & fruſtracon̄ in negotiacon̄ ſua non potuit in pꝛeſenti ſolvere vel ſatisfacere & ideo pet' licenc' & agreament' creditoꝝ pꝛed' ꝓ tempoꝛe termini annorum habere libertatem itinera faciendi ꝓ admiſtracon̄ & ꝓmocon̄ commercij artis & negotij ſui & ꝓ recepcōne & acquiſicon̄ deboꝝ & pecuniaꝝ ipſius Henr' ꝓ plena ſolucon̄ & exoneracon̄ pꝛed' ſepal' deboꝝ & ſum̄aꝝ pecunie debit' & deven̄ Anglice owing pꝛed' ſepalib9 creditoꝛib9 reſpective Recitando etiam per idem ſcriptū quod ipi pꝛed' ſinguli creditoꝛes ſcripto pꝛed' partes vel majoꝛ pars eoꝝ conſiderantes pꝛemiſſa ꝑ quoddam aliud ſcriptum ſigillis ſuis ſigillat' gerens dat' triceſimo pꝛimo die Maij ultimo pꝛeterit' ante dat' pꝛeſentiū ſeperatim convener' & agreaver' cum pꝛed' Henr' Hatchet accipere & recipere reſpectiva ſua pꝛincipalia deba ꝑ tales ſolucon̄ & ꝓpoꝛcon̄ ꝓut in eod' ſcripto pꝛed' ſic recitat' mencōnat' fuit & congruent' oꝛdinabant & appunctuabant pꝛed' Henr' Hatchet appoꝛtare ſolvere & deliberare in manus Thome Phipps Petri Pickering Thome Ward & Johis Cam quos quidem pꝛed' creditoꝛes ꝑ ſcriptū pꝛed' eligebant & appunctuabant eſſe fiduciarios Anglice Truſtees tam pro ſeipſis quam pꝛo ceteris creditoꝛibus pꝛed' Henr' vel in manus alicujus creditoꝝ fiduciarioꝝ ſumme trigint' libr' ſingulis ſeptiman̄ ſup diem Veneris in qualibet hebdomada ꝓ & durante ſpatio trium annoꝝ incipiend' & computand' a die veneris exiſten' viceſimo quinto die Junij tunc ꝓx' ſequen̄ ſuper quem diem Veneris viceſimum quintum diem Junij tunc ꝓx' ſequen' pꝛima ſolucon' pꝛed' trigint' libꝛaꝝ faciend' fuiſſe & ſic ſucceſſive continuand' uſq; pꝛed' tres anni expirati fuer' quodq; pꝛed' creditoꝛes nolunt interim ꝓſequi arreſtare attachiare occupare vel moleſtare pꝛed' Henr' Hatchet ꝓ aliquo debo vel debis ſumma vel ſummis pecunie tunc debit' pꝛed' creditoꝛibus ſubpena perdere pꝛincipalia deba ſua tunc deba tal' creditoꝛ' qui ꝓſequerent moleſtarent vel ꝑturbarent pꝛed' Henr' Hatchet contra verā intencon' ſcripti p̄d' Recitando etiam ulterius per idm̄ ſcriptum q̄d pꝛed' Henr' Hatchet ꝑ ſeperal' ſolucon' ſolviſſet in manus pꝛed' fiduciarioꝝ vel unius eoꝝ tantam pecun' ſummā per quam pꝛeantea diviſi fuiſſent cuilibet creditoꝛ' duo ſolid' in parte cuſlibet cujuſlibet viginti ſolid' ac etiam tanta plus pecun' ꝑ quam pred' fiduciar' longius preparat' ſunt dividere cuilibet creditor' duos ſolid amplius in ulteriori parte cujuſlibet viginti ſolid' principalis debi pred' Jacobus & creditores ꝑ ſcriptum ſuū pred' hic in Cur̄ plat̄ & quilibet eorum cognover' & declaravet̄ q̄d ſinguli & quilibet creditorū pred' ad vel ante ſigillacōn & deliberacon' ſcripti pred' reſpective habuerunt & receperunt de & ab pred' Thoma Phipps ſeperal' ſummas pecun' ꝑ ipſos pred' creditor̄ ſubſcript' exiſten' ut pred' eſt duos ſolid' amplius pro & in ulteriori parte cujuſlibet libre vel viginti ſolid' principalis debi ipſ̄ creditoribꝰ pred' reſpective debi & deven' Anglice owing ut pred' eſt de & ab quibus duobꝰ ſolid' in libra ſic ꝑ ipſos reſpective recept̄ ut pred' eſt & a qualibet parte inde ipi pred' creditores ꝑ ſcriptum pred' ſeperatim pro ſeipſ̄ executoribꝰ adminiſtratoribꝰ & particibꝰ ſuis libant & exonerant pred' Thomam Phipps & pred' Henr̄ Hatchet & quemlibet eorū reſpectivos eorū executor̄ & adminiſtratores & predc̄us Jacobus & ſeperal' creditor̄ pred' per ſcriptū pred' hic in Cur̄ plat̄ ꝓ & in conſideracōne pred' quatuor ſolid in libra ſic pred creditoribꝰ reſpective ſolutor' ut ꝑfertur erga ſatiſfaccōn ſeperal' debor̄ & ſumar̄ pecun debit' & deven̄ (Anglice owing) a p̄dc̄o Henr' Hatchet & ꝓ quiete & annuacōn & ꝓ meliori ſuppeditacōn pred Henr' Hatchet ad adminiſtrand & ꝓmovend artem commercia & negocia ſua & recipere acquirere & recupare deba & cenſum ſuū jacen̄ paſſim & ꝓ diverſis al' bon' conſideracon' ipoſ̄ pred creditores ad idem reſpective moven' & quilibet creditor' p̄d ꝑ ſe & ꝓ ſeipō ſepatim ꝓ & ſepalibꝰ executoribꝰ & adminiſtrat' ſuis particibꝰ & aſſign' ſuis ſolum & non conjunctim vel unus ꝓ altero vel alteris vel ꝓ executoribus adminiſtrat' particibus vel actis alterꝰ vel alteror̄ convener' ꝓmiſer' conceſſet̄ & agreaver' ad & cum p̄d Henr' Hatchet executoribus & adminiſtrat' ſuis ꝑ preſentes q̄d in caſu p̄d Henr̄ Hatchet executores vel adminiſtrat' ſui exinde ſolvent vel ſolverent vel ſolvi cauſarent in manus pred fiduciarior̄ vel cujuſlibet eor̄ ꝓ uſu ipoꝝ & ceterorū creditorū ſingulis ſeptiman' ſup diem lune in qualibet hebdomade ſum̄am quindecim libr' legalis monet' Anglie quouſq; ſepalia & reſpectiva deba & ſum̄as pecun tunc remanen' debit' & deven' (Anglice owing) pred' ſepalibus creditoribus plene ſolut' & ſatiſfac' eſſent q̄d tunc neq; ipi pred creditores nec aliquis nec quilibet eorum ꝓſequerent arreſtarent attachiarent occuparent moleſtarent vel ꝑturbarent p̄d Henr̄ Hatchet executores vel adminiſtratores vel ejus aut eorū terras ten̄ta bona vel catalla ꝓ aliquo debo vel debis ſum̄a vel ſum̄is pecunie adtunc remanen' debis & deven' Anglice owing pred creditoribus ſeperatim & reſpective ſubpena forisfacere &

Covenant.

ꝑdere tal' reſid̄ pꝛincipalis debi vel deboꝝ adtunc debit̄ & deven' Anglice owing & talibus p̄d creditoꝝ qui ꝓſequerent moleſtarent vel perturbarent p̄d Henr̄ Hatchet executoꝛes adminiſtratoꝛes vel ejus aut eoꝝ terras teñta bona & catalla contra intencon' ſcripti pꝛed & in tali caſu ſcriptm̄ pꝛed erit ſufficien̄ barra Anglice Barr & exoneracō in aliquibus Cur̄ vel Curijs de recoꝛdo vel aliquibus loco vel locis quibuſcunq; p̄d Henr̄ Hatchet executoꝛibus & aſſign' ſuis Ꝟſus tales pꝛed' creditoꝛes qui ꝓſequerent arreſtabunt attachiabunt occupabunt ꝑturbabunt vel moleſtabunt p̄d Henr̄ Hatchet executoꝛes & adminiſtratoꝛes ſuos vel ejus aut eoꝝ terras tenementa bona & catalla contra veram intencon' ſcripti pꝛed ꝓut ꝑ ſcriptm̄ pꝛed' plenius liquet & apparet Et pꝛed Henr̄ Hatchet ulterius dic̄ quod ip̄e pꝛed Henr̄ ſuꝑ quemlibet diem lune in qualibet hebdomade poſt dat̄ ſcripti pꝛed' ſcilt apud London' pꝛed' in parochia & warda pꝛed' continuo ſolvebat pꝛed' Thome Phipps Petro Pickering Thome Ward & Joh̄ Cam fiduciarijs p̄d ꝓ uſu ip̄oꝝ & ceteroꝝ creditoꝝ quindecim libr̄ ſecundm̄ ſcriptm̄ p̄d' uſq; impetracon' bꝛevis oꝛiginalis pꝛed' ſuper quam ipā modo narrat & ſic idem Henr̄ dic̄ quod ſcriptum p̄d' in barra pꝛed' hic ꝑlitat̄ racōne ꝓſecucon' & ſectacon' p̄d eſt barra pꝛefat̄ Marie & exoneracō p̄fat̄ Henr̄ de debo ſuo pꝛed' Et hoc parat̄ eſt verificare unde pet̄ Judicm̄ ſi pꝛedcā Maria accon' ſuā pꝛed' Ꝟſus ipm̄ Henr̄ habere ſeu manutenere debeat &c.

Replication. Et p̄dcā Maria dic̄ q̄d ipā per aliqua pꝛeallegat̄ ab accōne ſua pꝛed' verſus pꝛed' Henr̄ habend' pꝛecludi non debet quia dic̄ q̄d ipā pꝛedcā Maria ſecdō die Januarij anno regni Dnī Regis nunc tertio apud London pꝛed' in parochia & warda pꝛed' impetravit bꝛeve ſuū oꝛiginale verſus p̄dcm̄ Henr̄. Et eadem Maria ulterius dic̄ q̄d ipā poſt moꝛtem pꝛed' Jacobi & ante diem impetracōnis bꝛevis oꝛiginalis ipſius Marie nullam habuit notitiam de p̄dcō ſcripto ꝑ ipm̄ Henr̄ ſuperius in barram ꝑlitat̄ Et hoc parat̄ eſt verificare unde pet̄ Judicm̄ & debm̄ ſuum pꝛed' unacum dampnis ſuis occōne detencōnis debi illius ſibi adjudicari &c.

Demurrer. Et p̄d' Henr̄ dic̄ quod p̄d' ꝑlitū pꝛed' Marie ſuperius replicando ꝑlitat̄ ac materia in eod' content̄ minus ſufficien' in lege exiſtunt ad pꝛedcam̄ Mariam accōnem ſuam pꝛed' verſus ipm̄ Henricū habend' manutenend' q̄dq; ip̄e ad ꝑlitum illud modo & foꝛma pꝛed' ꝑlitat̄ neceſſe non habet nec ꝑ legem terre tenet̄ reſpondere Et hoc parat̄ eſt Ꝟificare unde ꝓ defectu ſufficien' ꝑlit̄ pꝛed' Marie in hac parte idem Henr̄ pet̄ Judicm̄ & q̄d p̄d' Maria ab accōne ſua p̄d habend' pꝛecludatur &c.

Et p̄dca Maria ex quo ipſa ſufficien' materiam in lege ad ac- Joinder en Demurrer.
on' ſuam v̄ſus p̄ſat̄ Hent̄ habend' manutend' ſuperius repli-
cando allegavit quam ipā parat̄ eſt v̄ificare quam quidem ma-
eriam pred' Hent̄ non dedic' nec ad eam aliqualit̄ reſpond' ſet
ificacon' illam admittere omnino recuſat ut prius pet̄ Judicm̄
debm̄ ſuū pred' unacum dampnis ſuis occōne detencōnis debi
lius ſibi adjudicari &c. Et quia Juſtic' hic ſe adviſare volunt
e & ſuper p̄miſſis priuſquam Judicm̄ inde reddant dies dat̄ eſt
artibus predict̄ hic uſq; in Craſtino Aſcentionis Domini ad
udiend' inde Judicm̄ ſuum eo quod ijdem Juſtic' hic inde non-
um &c. Vide *Mo.* 573. *Holford* & *Andrews*'s Caſe, 2 *Saun.* 48.
Powell's Caſe.

Pemberton ꝑ Quer̄
Levinz ꝑ Def.

Parkes v. *Middleton.*

Trin. 4 Jac. 2. Regis.

Lincoln' ſſ. Robertus Middleton nuper de Sleaford nova in Debt pur 10 l.
Com̄ Lincoln' Pellicarius alias dict̄ Robtum
Middleton de Sleeford Nova in Com̄ Linc' Pellicariū ſum̄
fuit ad reſpondend' Rīco Parkes de p̄lito q̄d reddat ei decem
libras quas ei debet & injuſte detinet &c. Et unde idem Ric Narr'.
ꝑ Timotheum Langthorne Attorn' ſuū dic' q̄uod cum p̄d' Ro- Sur Obl. dat.
bertus Middleton quinto die Marcij anno regni Dnī nrī Ja- 5 Martis
cobi ſecundi nunc Regis Anglie &c. quarto apud Burton juxta 4 Jac. 2.
Lincoln' in Com̄ Lincoln' pred' ꝑ quoddm̄ ſcriptū ſuū obliga-
toriū conceſſiſſet ſe teneri eidem Rīco Parkes in pred' decem
libris ſolvend' eidem Rīco Parkes cum inde requiſit̄ fuiſſet p̄d'
tamen Robtus Middleton licet ſepius requiſit̄ pred' decem libr̄
eidem Rīco Parkes nondum reddidit ſed ill' ei hucuſq; reddere
contradixit & adhuc contradic' unde dic' q̄d deterioxat̄ eſt & dam-
pnū habet ad valenciam viginti librarū. Et inde p̄duc' ſectam
&c. Et p̄fert hic in Cur̄ ſcriptum p̄dcm̄ q̄d debm̄ predcm̄ in
forma p̄dca teſtatur cujus dat̄ eſt die & anno ſupradict̄ &c.

Et pred' Robtus Middleton ꝑ Patricm̄ Shore Attorn' ſuū Barr.
ven' & defend' vim & injur̄ quando &c. Et pet̄ auditū ſcripti ob-
ligatorij pred' & ei legitur &c. pet̄ etiam auditum conditionis Le Condition.
ejuſdem ſcripti & ei legitur in hec v̄ba: ſſ. The Condition of

Recitant que un Suit ad eſtre pendant enter le Pl. & Def. & que le Def. ad agree al paier les Charges del ceo.

Que ſi le Def. paieroit al Pl. ou ſon Attorney tous tiels Charges ove queux l'Attorney chargera le Pl. & diſchargera le Pl. de eux.

Plea que il ad paie al Pl. tous les dits Charges.

this Obligation is ſuch, That whereas there has been a Suit at Law depending between the above-named *Richard Parkes* and the above-bounden *Robert Middleton*, which is now brought down for Tryal; And whereas the ſaid *Robert Middleton* hath agreed to and with the ſaid *Richard Parkes*, That for the compoſing and ending the ſaid Suit, he the ſaid *Robert Middleton*, his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will pay and cauſe to be well and truly paid unto the ſaid *Richard Parkes*, or to Mr. *Henry Featly*, Attorney at Law for the ſaid *Richard*, all and all manner of ſuch Coſts and Charges of the ſaid Suit which is yet unpaid to the ſaid Mr. *Henry Featly*, which he the ſaid Mr. *Henry Featley* ſhall charge the ſaid *Richard Parkes* withal for the carrying on the Proſecution of the ſaid Suit, and diſcharge the ſaid *Richard Parkes* thereof; If therefore the ſaid *Robert Middleton*, his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall and do forthwith well and truly pay or cauſe to be paid unto the above-named *Richard Parkes*, or Mr. *Henry Featley*, or to either of them, their or to either of their Executors, Adminiſtrators and Aſſigns, or to any of them, all, and all manner of ſuch Charges of Suit whatſoever, which the ſaid Mr. *Henry Featley* ſhall charge the ſaid *Rich. Parkes* withal for carrying on the Proſecution of the ſaid Suit, and yet unpaid, and diſcharge the ſaid *Richard Parkes*, his Executors and Adminiſtrators, and every of them thereof for ever, without fraud, covin and further delay, that then this preſent Obligation to be void and of none effect, or elſe to ſtand and be in full force, Power and virtue. **Quibus lectis & auditis idem Robt⁹ dic̃ q̃d p̃d' Ricus̃ acc̃onem ſuam p̃ed' inde ṽſus eum habere ſeu manutenere non debet quia dic̃ q̃d ip̃e p̃ed' Robt⁹ poſt confecc̃onem ſcripti obligatorij p̃d & ante impetrac̃onem b̃ris originalis p̃d ipſ̃ Ric̃ ſcilt primo die Aprilis anno dc̃i Dn̄i Regis nunc &c. quarto ſup̃dicto apud Burton juxta Lincoln̄ p̃ed' ſolvit p̃efat' Ric̃o omnes & omnimod̃ miſ̃ & cuſtag' ſecte in condic̃one p̃ed' ſuperius menc̃onat' adtunc inſolut' quibus p̃ed' Henricus onerаſſet Anglice** did charge **p̃edc̃m Ric̃m p̃ proſecuc̃one ſecte ill' in condic̃one p̃d menc̃onat' ſecd̃m formam & effectm condic̃onis p̃d Et hoc parat' eſt verificare unde pet' Judic̃m ſi p̃d Ric̃us acc̃onem ſuam p̃ed' inde verſus eum habere ſeu manutenere debeat &c.**

Replic. Que l'Attorney ad

Et p̃ed' Ricus̃ dic̃ q̃d ip̃e p̃ aliqua p̃allegat' ab acc̃one ſua p̃ed habend̃ precludi non debet quia dic̃ q̃d p̃ed Henricus Featley poſt confecc̃on ſcripti obligatorij p̃d & ante diem impetrac̃onis b̃ris originalis ipſius Ric̃ p̃ed ſcilt decimo die Marcij anno regni dicti Dn̄i Regis nunc quarto ſup̃dicto apud Burton juxta Lincoln̄ p̃d oneravit Anglice did charge **p̃fat' Ric̃m**

Ricū cum quatuor libr & ſexdecim ſolid ꝑ ꝓſecuc̄on ſecte pred' in condic̄one pred' ſupius menc̄onat unde p̄d Robertus adtunc & ibm̄ habuit notic' q̄dq ipſ̄ idem Robertus non ſolvit eidem Ricō vel eidem Henrico pred quatuor libr & ſexdecim ſolid nec deinde exoneravit p̄d Ricū ſecdm̄ formam & effecm̄ condicon̄ p̄d Et hoc parat eſt v̄ificare unde pet judicm̄ & debm̄ ſuum p̄d unacum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c.

charge le Pl. ove 41. 16s. &c. Mes le Def. in ad paie ceo nec diſcharge le Pl.

Et pred Robtus ꝓteſtand' dic' q̄d pred' Henricus Featly non oneravit p̄fat Ricū cum p̄d quatuor libris & ſexdecim ſolid ꝑ ꝓſecuc̄one ſecte pred' in condic̄one p̄d menc̄onat ꝓut idem Robertus ſuperius alleg' ꝑ plito idem Robtus dic' q̄d pred Henricus Featley non delibavit eidem Robto billam miſ̄ & cuſtag' pred ſub ejus manu ſecdm̄ formam Statuti in eo caſu edit & ꝓviſ̄ & hoc parat eſt v̄ificare unde pet Judicm̄ Et quod pred' Ricus ab acc̄one ſua pred' habend precludatur &c. Demurrer, & Joinder en Demurrer.

Rejoinder. Que l'Attorney in ad deliver al *Def.* aſcun bill de Coſts &c.

LE Court fuit de Opinion que le Barr ne fuit bone, quia fuit trope general; car duiſſoit aver monſtre que le Attorney charge tant & nient pluis & que il ad pay, &c. Il fuit agree, que quant matter tend al grand prolixity, que pur avoider ceo un pluis conciſe manner de pleader doit eſtre admit; mes le certainty de pleder in ceo caſe ne tend al aſcun tiel choſe; & pur Authorities a prover ceſt diverſity ceux Caſes fueront cite, 3 *Cro.* 253. *Acton*'s Caſe. Subcollector del Subſidies fuit oblige a doner un ſufficient Account en l'Exchequer de touts ſums receive per luy, eſt ſufficient a pleder accordant al parols del Condition. Iſſint ſi home ſoit oblige a deliver al *J. S.* tout le fat de tous les Beaſts queux ſerront ſlaughter per luy, 3 *Cro.* 749. *Mints* & *Bethils* Caſe, & auters a ceſt purpoſe. Mes ſi home promiſe a deliver al *J. S.* tout le Corne en ſon Barne, n'eſt ſufficient a dire que il ad deliver tout, &c. 1 *Rolls Rep.* 382. *White*'s Caſe. Iſſint ſi home ſoit oblige a deliver al *J. S.* tout l'Argent en ſon Burſe, &c. 9 *E* 4. 14 & 15. & iſſint eſt 16 *H.* 7. 4. a. Si home eſt oblige a paier argent tam cito que *J. S.* viendra al age, il ne poit plede que il pay tam cito, &c. 2 *Cro.* 359. *Halſey* & *Carpenter*'s Caſe. Et en ceo Caſe un auter Caſe eſt cite d'eſtre adjudge, que ſi home ſoit oblige a payer touts les Legacies en un volunt n'eſt ſufficient adire que il ad pay touts, &c. *Latch.* 16. *Wilkinſon*'s Caſe, 4 *H.* 7. 12. & ſeveral auters livres. Donques fuit object que le Replication fuit male, car fuit que le Defendant n'ad pay les Charges, & auxi que il n'ad ſave le Plaintiff harmleſs. *Curia*, eſt Aſſets ſingle, car

per

Recitant que un Suit ad eſtre pendant enter le Pl. & Def. & que le Def. ad agree al paier les Charges del ceo.

Que ſi le Def. paieroit al Pl. ou ſon Attorney tous tiels Charges ove queux l'Attorney chargera le Pl. & diſchargera le Pl. de eux.

Plea que il ad paie al Pl. tous les dits Charges.

this Obligation is ſuch, That whereas there has been a Suit at Law depending between the above-named *Richard Parkes* and the above-bounden *Robert Middleton*, which is now brought down for Tryal; And whereas the ſaid *Robert Middleton* hath agreed to and with the ſaid *Richard Parkes*, That for the compoſing and ending the ſaid Suit, he the ſaid *Robert Middleton*, his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will pay and cauſe to be well and truly paid unto the ſaid *Richard Parkes*, or to Mr. *Henry Feately*, Attorney at Law for the ſaid *Richard*, all and all manner of ſuch Coſts and Charges of the ſaid Suit which is yet unpaid to the ſaid Mr. *Henry Feately*, which he the ſaid Mr. *Henry Featley* ſhall charge the ſaid *Richard Parkes* withal for the carrying on the Proſecution of the ſaid Suit, and diſcharge the ſaid *Richard Parkes* thereof; If therefore the ſaid *Robert Middleton*, his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall and do forthwith well and truly pay or cauſe to be paid unto the above-named *Richard Parkes*, or Mr. *Henry Featley*, or to either of them, their or to either of their Executors, Adminiſtrators and Aſſigns, or to any of them, all and all manner of ſuch Charges of Suit whatſoever, which the ſaid Mr. *Henry Featley* ſhall charge the ſaid *Rich. Parkes* withal for carrying on the Proſecution of the ſaid Suit, and yet unpaid, and diſcharge the ſaid *Richard Parkes*, his Executors and Adminiſtrators, and every of them thereof for ever, without fraud, covin and further delay, that then this preſent Obligation to be void and of none effect, or elſe to ſtand and be in full force, Power and virtue. Quibus lectis & auditis idem Robt' dic̄ q̄d p̄d' Ricus̄ acc̄onem ſuam pred' inde v̄ſus eum habere ſeu manutenere non debet quia dic̄ q̄d ipē pred' Robt' poſt confecc̄onem ſcripti obligatorij p̄d & ante impetrac̄onem b̄ris originalis p̄d ipſ̄ Ricd ſcilt primo die Aprilis anno dc̄i Dnī Regis nunc &c. quarto ſup̄dicto apud Burton juxta Lincoln pred' ſolvit prefat' Ric̄o omnes & omnimod̄ mis̄ & cuſtag' ſecte in condic̄one pred' ſuperius menc̄onat' adtunc inſolut' quibus pred' Henricus oneraſſet Anglice did charge predc̄m Ricm̄ p̄ p̄ſecuc̄one ſecte ill' in condic̄one p̄d menc̄onat' ſecdm̄ formam & effectm̄ condic̄onis p̄d Et hoc parat' eſt verificare unde pet' Judicm̄ ſi p̄d Ricus acc̄onem ſuam pred' inde verſus eum habere ſeu manutenere debeat &c.

Replic. Que l'Attorney ad

Et pred' Ricus̄ dic̄ q̄d ipē p̄ aliqua p̄allegat' ab acc̄one ſua pred habend̄ precludi non debet quia dic̄ q̄d pred Henricus Featley poſt confecc̄on ſcripti obligatorij p̄d & ante diem impetrac̄onis b̄ris originalis ipſius Ricd pred ſcilt decimo die Marcij anno regni dicti Dnī Regis nunc quarto ſup̄dicto apud Burton juxta Lincoln p̄d oneravit Anglice did charge p̄fat' Ricū

Ric̄o cum quatuoꝛ lib̄ & ſexdecim ſolid̄ ꝑ pſecuc̄on ſecte pꝛed' in condic̄one pꝛed' ſupius menc̄onat unde p̄d Robertus adtunc & ibm̄ habuit notic' q̄d ipſ idem Robertus non ſolvit eidem Ric̄o vel eidem Henrico pꝛed quatuoꝛ libr' & ſexdecim ſolid nec deinde exoneravit p̄d Ric̄o ſecdm̄ foꝛmam & effecm̄ condic̄on p̄d Et hoc parat eſt ꝟificare unde pet judicm̄ & debm̄ ſuum p̄d unacum dampnis ſuis occ̄one detenc̄onis deb̄i illius ſibi adjudicari &c.

charge le Pl. ove 4 l. 16 s. &c. Mes le Def. in ad paie ceo nec diſcharge le Pl.

Et pꝛed Robtus ꝓteſtand' dic' q̄d pꝛed' Henricus Featley non oneravit p̄fat Ric̄o cum p̄d quatuoꝛ libꝛis & ſexdecim ſolid ꝑ pſecuc̄one ſecte pꝛed' in condic̄one p̄d menc̄onat put idem Robertus ſuperius alleg' ꝑ plito idem Robtus dic' q̄d pꝛed Henricus Featley non delibavit eidem Robto billam miſ & cuſtag' pꝛed ſub ejus manu ſecdm̄ foꝛmam Statuti in eo caſu edit & pvis & hoc parat eſt ꝟificare unde pet Judicm̄ Et quod pꝛed' Ric̄us ab acc̄one ſua pꝛed' habend pꝛecludatur &c. Demurrer, & Joinder en Demurrer.

Rejoinder. Que l'Attorney in ad deliver al *Def.* aſcun bill de Coſts &c.

LE Court fuit de Opinion que le Barr ne fuit bone, quia fuit trope general; car duiſſoit aver monſtre que le Attorney charge tant & nient pluis & que il ad pay, &c. Il fuit agree, que quant matter tend al grand prolixity, que pur avoider ceo un pluis conciſe manner de pleader doit eſtre admit; mes le certainty de pleder in ceo caſe ne tend al aſcun tiel choſe; & pur Authorities a prover ceſt diverſity ceux Caſes fueront cite, 3 *Cro.* 253. *Acton*'s Caſe. Subcollector del Subſidies fuit oblige a doner un ſufficient Account en l'Exchequer de touts ſums receive per luy, eſt ſufficient a pleder accordant al parols del Condition. Iſſint ſi home ſoit oblige a deliver al *J. S.* tout le fat de tous les Beaſts queux ſerront ſlaughter per luy, 3 *Cro.* 749. *Mints* & *Bethils* Caſe, & auters a ceſt purpoſe. Mes ſi home promiſe a deliver al *J. S* tout le Corne en ſon Barne, n'eſt ſufficient a dire que il ad deliver tout, *&c.* 1 *Rolls Rep.* 382. *White*'s Caſe. Iſſint ſi home ſoit oblige a deliver al *J. S.* tout l'Argent en ſon Burſe, *&c.* 9 *E* 4. 14 & 15. & iſſint eſt 16 *H.* 7. 4. a. Si home eſt oblige a paier argent tam cito que *J. S.* viendra al age, il ne poit plede que il pay tam cito, *&c.* 2 *Cro.* 359. *Halſey* & *Carpenter*'s Caſe. Et en ceo Caſe un auter Caſe eſt cite d'eſtre adjudge, que ſi home ſoit oblige a payer touts les Legacies en un volunt n'eſt ſufficient adire que il ad pay touts, *&c. Latch.* 16. *Wilkinſon*'s Caſe, 4 *H.* 7. 12. & ſeveral auters livres. Donques fuit object que le Replication fuit male, car fuit que le Defendant n'ad pay les Charges, & auxi que il n'ad ſave le Plaintiff harmleſs. *Curia*, eſt Aſſets ſingle, car per l'intent del Condition payment eſt un diſcharge, & ſi fuit double le Defendant ne poit prender advantage de ceo ſi non per demurrer pur ceo. Trois des Juſtices fueront de Opinion, que un bone Breach fuit bien aſſigne per le Replic. que come *Levinz*, de Counſel ove le Plaintiff, de ſon accord confeſs doit eſtre, le Condition eſteant a faire un collateral Act, & nemy pur payment de Argent parcel del Obligation. Mes le auter Juſtice fuit en doubt, & que fuit trope general, & auxi pur ceo que le condition eſt a payer touts les Coſts, *&c.* queux fueront unpay al temps de feſans del Obligat. que fuit 5 *Martij*, 4 *Jac.* 2. Et le Pl. per Replic. diſt que 10 *ejuſdem Menſis* le Attorney luy charge ove 4 *l.* 16 *s.* & le Def. n'ad eux pay a luy. Mes n'eſt aver que tant del Charges fuit unpay al temps de feſans de Obligation.

Touts fueront agree que le Rejoinder fuit un manifeſt departure del Barr: Car per ceo il diſt que il pay touts les Charges, *&c.* Et en ſon Rejoinder il voit excuſer le non Payment per reaſon que un Bill de les Charges ne fuit deliver a luy, quel cauſe fuit auxi impertinent, car neque le Condition nec le Nature del Matter require aſcun tiel choſe. Le Plaintiff avoit Judgment.

Roſſell v. *Roſſell.*

Belvin. Mich. 3 Jac. 2. Regis. Rot. 646.

Debt pur noningint' & octogint' libris port *v.* le Def. come Executrix de Gervas Roſſel.

Narr'. Sur Obl' 29 Decembr' 2 Jac. 2.

Nott' ſſ. **Anna Roſſell nup de Ratcliffe ſup Trent in Com pred' Vid executrix Teſti Gervaſij Roſſell Ar nup dict' Gervas Roſſell de Ratcliff ſuper Trent in Com Nottinghamij Armiger' ſum fuit ad reſpondend Elizabethe Roſſell Vid de plito quod reddat ei noningent' & octogint' libr' quas ei injuſte detinet &c. Et unde eadem Elizabeth ꝑ Willm Snell Attorn ſuu dic' q̄d cum p̄d' Gervaſius in vita ſua ſcitt viceſimo nono die Decembr' anno regni Dni Regis nunc ſecundo apud Mansfield ꝑ quoddam ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri eidem Elizabeth in pred' noningent' & octogint' libris ſolvend eidem Elizabeth cum inde requiſit' fuiſſet p̄d tamen Gervaſius in vita ſua ac pred' Anna poſt mortem pred' Gervaſij licet ſepius requiſit' &c. p̄d noningent' & octogint' libr' eidem Elizabeth nondum reddider' Sed illi ei reddere contradixer' ac pred' Anna ill' eidem Elizabethe adhuc reddere contradic' ac injuſte detinet unde dic' q̄d deterioꝛat' eſt & dampn habet ad valenciam**

vigint' librar'. Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptum pred' q̄d debm̄ pred' in forma pred' teſtatur cujus dat' eſt die & anno ſupradict' &c.

Le Obl. produce en Court.

Et predca Anna ꝑ Johem Roland Attorn ſuū ven & defend vim & injur' quando &c Et pet' audit' ſcripti pred' Et ei legitur in hec v̄ba: Noverint univerſi ꝑ preſentes me Jervas Roſſell de Ratcliffe ſuꝑ Trent in Com̄ Nottinghamij Armiger teneri & firmiter obligari Elizabeth Roſſell de Ratcliffe pred' Widdow in nongint' & octogeſimis libris bone & legalis monete Anglie ſolvend' eidem Elizabeth Roſſell aut ſuo certo attornat' executorib9 adminiſtr' vel aſſign ſuis ad quam quidem ſolucon bene & fidelit' faciend' obligo me heredes executores & adminiſtr' meos firmit' ꝑ preſentes ſigillo meo ſigillat' dat' viceſimo nono die Decembr' anno regni Regis Jacobi ſecundi Dei Gra Angl' Scoc' Franc' & Hibern Reg' Fidei Defens &c. ſecundo annoq; Dni 1686. Quo lecto & audit' eadem Anna pet' Judic' de b̄ri & Narr' pred' Quia dic' q̄d predca Elizabeth ꝑ b̄re & Narr' ſua pred' ſuperius exigit de eadem Anna noningent' & octogint' libr' ubi revera predca verba nongint' & octogeſimis libris in ſcripto obligatorio pred' mencōnat' in lingue Anglican conſtruct' eandem non habent ſignificacōn ſed aliam videlt ninety and eightieth Pounds unde ex quo habetur variatio pred' inter b̄re & Narr' pred' & ſcriptū obligatoriū pred' eadem Anna pet' Judicm de b̄ri & narr' ill' &c.

Barr.

Le Obl in hec verba.

La eſt en le Dictionary le parol noningent' & per Sync' nongent' & noningen' & nongen'.

Plea que fuit variance ent' le Declarat' & le Obligat.

Et predca Elizabeth Roſſell pet' q̄d condico ſcripti obligatorij pred' hic in Cur' ꝓlat' irrotuletur Et eadem condico ad requiſicon pred' Elizabeth irrotulatur in hec v̄ba: The Condition of this preſent Obligation is ſuch, That if the above-bound *Jervas Roſſell* his Heirs, Executors and Adminiſtrators, or any of them do pay or cauſe to be well and truly paid unto the above-named *Elizabeth Roſſell*, her Heirs, Executors, Adminiſtrators or Aſſignes the full and juſt Sum of Four hundred and ninety Pounds, with lawful Intereſt, of good and lawful Money of *England*, at one intire Payment at, in or upon the Twenty-eighth Day of *December* next enſuing the Date hereof, which ſhall be in the Year of our Lord God 1687. without any Fraud Deceipt or further Delay, That then this preſent Obligation to be void and of none effect, or elſe to be and remain in full Force and Virtue.

Replic'. Le Condition d'Obligation.

Et ſuꝑinde eadem Elizabeth dic' q̄d plitm pred' prefat' Anne in caſſacon b̄ris & narr' pred' ipſius Elizabeth ſuꝑius plitat' ac materia in eodem content' minus ſufficien in lege exiſtit ad b̄re & narr' p̄d' caſſand' quodq; ipa ad plitm illud modo & forma p̄d' plitat' neceſſe non habet nec ꝑ legem terre tenetur reſpondere Et hoc parat' eſt verificare unde pet' Judicm & q̄d pred' Anna ad b̄re

Demurrer.

br̃e & narr' pred' ulterius reſpond' &c. Et p̄d' Anna ex quo p̄d' materia ꝑ ipm̄ ſuperius plitat ſufficien̄ in lege exiſtit ad p̄d' br̃e & narr' pred' Elizabeth caſſand' quam ipa parat eſt verificare quam quidem mater' p̄d' Elizabetha non dedic̄ nec ad eam aliqualit reſpond' ſed verificacon̄ ill' admittere omnino recuſat ut prius pet Judic' Et q̄d br̃e & narr' p̄d' caſſetur &c. Et quia Juſtic' hic ſe adviſare volunt de & ſuper premiſſis priuſquam Judicm̄ inde reddant dies dat eſt partibꝰ p̄d' hicuſqȝ in Octab Sci Hillarij de audiendo inde Judicio ſuo eo q̄d ijdem Juſtic' hic inde nondum &c.

JUdgment pro Quer': Et pur ceſt Caſe *vide Rolls* 2 *Abr.* 147. *Nu.* 6, 11, 14, 15, 16, 17, 19. 2 *Cro.* 208, 290, 338, 602. *Cro. Eliz.* 896. *Cro. Car.* 386. *Hopehill* & *Searle*'s Caſe, *Hob.* 18, 19, 116, 119. *Mod.* 864.

Lovelace v. *Bickham*.

Winford. Trin. 2 Jac. 2. Regis. Rot. 1870.

Debt pur 200 l.

Narr'. Sur Obligat' dat' 28 Oct. 34 Car. 2.

Kanc' ſſ. Thomas Bickham nuper de Civit Roffen in Com̄ p̄d' Victualler alias dict Thomā Bickham de Civitat Roffen in Com̄ Kanc' Saleſman ſum̄ fuit ad reſpondend' Chriſtofero Lovelace Gen' de plito q̄d reddat ei ducentas libras legalis monete Anglie quas ei debet & injuſte detinet &c. Et unde idem Chriſtoferus ꝑ Johem Moyſe Attorn̄ ſuū dic' q̄d cum pred' Thomas viceſimo octavo die Octobr' anno regni Dni Caroli ſecundi nuꝑ Regis Anglie triceſimo quarto apud Frindesbury ꝑ quoddam ſcriptū ſuū obligatoriū ſigillo ipſ̄ Thome ſigillat Curieqȝ Dnī Regis nunc hic oſtenſ̄ cujus dat eſt eiſd' die & anno conceſſiſſet ſe teneri & firmit obligari eidem Chriſtofero in p̄d' ducentis libris ſolvend' eidem Chriſtofero cum inde requiſit eſſet p̄d' tamen Thomas licet ſepius requiſit p̄d' ducentas libras eidem Chriſtofero nondum reddidit ſet ill' ei hucuſqȝ reddere contradixit & adhuc contradic' & injuſte detinet unde idem Chriſtoferus dic' q̄d ipe deteriorat eſt & dampnū habet ad valenc' triginta libraꝝ Et inde ꝓduc' ſectam &c.

Et

Barr.

Et pred' Thomas ꝑ Willm Kittridge Attorn ſuũ ven & defend' vim & injur̃ quando &c. Et pet̃ auditũ ſcripti pred' Et ei legitur &c. pet̃ etiam auditũ condic̃onis ejuſdem ſcripti & ei legitur in hec vbã ſcil't: Whereas *James Macklin*, able Seaman, lately belonging to his Majeſty's Ship the *Diamond*, did lately, by the order and with the conſent of *Robert Gooden*, *William Nichols* and *John Barnes*, give and deliver into the hands and cuſtody and poſſeſſion of the above-named *Chriſtopher Lovelace*, to be delivered by him to one *Henry Mugwell* of Chatham in the above-ſaid County of *Kent*, Maltſter, the ſeveral Tickets hereafter particularly mentioned and expreſſed, *viz.* one Ticket of his the ſaid *James Macklin* for his Service lately done on board of his Majeſty's Ship the *Diamond*, from the four and twentieth day of *April* One thouſand ſix hundred and eighty, until the ſecond day of *January* One thouſand ſix hundred eighty and one; And alſo one other Ticket belonging to the aforeſaid *Robert Gooden*, for his Service lately done on board his Majeſties ſaid Ship the *Diamond*, from the twentieth day of *April* One thouſand ſix hundred and eighty, until the ſecond day of *January* One thouſand ſix hundred eighty and one; And alſo one other Ticket belonging to the aforeſaid *William Nicholls*, for his Service lately done on board his Majeſty's ſaid Ship the *Diamond* from the nine and twentieth day of *March* One thouſand ſix hundred and eighty, until the ſecond day of *January* One thouſand ſix hundred eighty and one; And alſo one other Ticket belonging to the aforeſaid *John Barnes*, for his Service lately done on board his Majeſty's ſaid Ship the *Diamond* from the ſeven and twentieth day of *March* One thouſand ſix hundred and eighty, until the ſecond day of *January* One thouſand ſix hundred eighty and one. And whereas the aforeſaid *James Macklin* did order the aforeſaid *Henry Mugwell*, upon his receiving of the ſame ſeveral Tickets, to pay unto the aforeſaid *Chriſtopher Lovelace* the Sum of Ten Pounds: And whereas the ſaid *Henry Mugwell* is not deſirous to receive or meddle with the ſame Tickets, or any of them, but deſires that the ſame Tickets might be delivered into the hands and cuſtody of the above-bound *Thomas Bickham*; and accordingly the ſaid *Chriſtopher Lovelace*, at the time of the enſealing and delivery of theſe Preſents, hath, by the direction of the ſaid *Henry Mugwell*, and at the requeſt of the ſaid *Thomas Bickham*, delivered into the hands of the ſaid *Thomas Bickham* the ſaid four ſeveral Tickets before mentioned, the receipt whereof he the ſaid *Thomas Bickham* doth hereby confeſs and acknowledge. **Now** the Condition of this preſent Obligation above-written is ſuch, That if the ſaid *Thomas Bickham*, his Heirs, Executors or Adminiſtrators, ſhall and do, from time to time, and at all times hereafter, well and ſufficiently ſave, defend,

Oyer del Condition, que eſt pur ſaver harmleſs le Pl. concernant certain Tickets de Mariners, deliver al Def.

Plea que le Def. ad ſave harmleſs le Pl.

keep harmleſs and indempnified the ſaid *Chriſtopher Lovelace*, his Executors and Adminiſtrators, and his and their Goods and Chattels, and every of them, of, from and againſt all and every Action and Actions, Suit and Suits, Coſts, Charges, Troubles, Damages, Judgments, Executions and Expences, which ſhall or may at any time or times hereafter any ways ariſe, happen, or be occaſioned, commenced, had, proſecuted or obtained againſt him the ſaid *Chriſtopher Lovelace*, his Executors or Adminiſtrators, or any of them, by the aforeſaid *James Macklin*, *Robert Gooden*, *William Nicholls*, or *John Barnes*, or any of them, their, or any of their Executors or Adminiſtrators, or by any other perſon or perſons whatſoever, for or in reſpect, or by reaſon or means of the ſaid four ſeveral Tickets before-mentioned, or any Money in the ſame Tickets contained, or his the ſaid *Chriſtopher Lovelace* delivering the ſame Tickets to the ſaid *Thomas Bickham* as aforeſaid, or any ways touching, concerning or relating to the ſame premiſſes, that then this preſent Obligation to be void, or elſe to remain in full force and vertue. Quib; lcis & audit̃ idem Thomas dic' q̃d pred' Chriſtopherus acc̃onem ſuam pred' inde v̄ſus eum here ſeu manutenere non debet quia dic' q̃d ipſe idem Thomas a tempore confec̃onis ſcripti pred' hucuſq; ſemp̱ bene & ſufficient̃ ſalvavit & defend' & ſalvo & indempnem conſervavit pred' Hent̃ Lovelace & bona & catalla ſua & om̃em eoꝝ de ab & contra oĩes & quamlibt acc̃onem & acc̃ones ſectam & ſectas cuſtagia p̱turbac̃ones dampna judicia execuc̃ones & expens̃ que ad aliqua tempus vel tempora aliqualit̃ accidiſſent & occaſ' fuiſſent com̃ens̃ hit' p̱ſecut̃ vel obtent̃ contra pred' Chriſtopherum Lovelace p̱ pred' Jacobũ Macklyn Robtũ Gooden Will'um Nicholls vel Johem Barnes vel aliquem eoꝝ vel aliquam p̱ſonam vel p̱ſonas quaſcunq; p̱ vel in reſpcũ vel rac̃one ſive modis pred' quatuor ſep̱al' Tickettaꝝ ſupramenc̃onat̃ vel aliquarũ earũ vel alicujus denar̃ in eiſdem Tickettis content' vel p̱ delibac̃one earundem Tickettarũ pred' Chriſtopheri eidem Thome ut in condic̃one predca' menc̃onat̃ vel aliquo modo tangen' concernen' ſive ſpectan' eiſdem premiſſis ſecundũ formã & effectũ condic̃onis ſcripti pred' ſupramenc̃onat̃ videl't apud parochiam & Com' pred'. Et hoc parat̃ eſt v̄ificare unde pet Judicium ſi pred' Chriſtopherus acc̃onem ſuam pred' inde v̄ſus eum here debeat &c.

Replic.

Et pred' Chriſtopherus dic' q̃d' ipſe p̱ aliqua preallegat̃ ab acc̃one ſua predca' v̄ſus pred' Thomam Bickham hend' precludi non debet quia dic' q̃d' poſt confecc̃onem ſcripti obligatorij pred' ſcil't triceſimo die Maij anno regni Dñi Regis nunc primo apud Frindesbury pred' predcus̃ Chriſtopherus virtute cujuſ-

dam Bris Dñi Regis e Cur' ipſius Regis coram ipſo Rege ꝑ pred' Johem Barnes V̄ſus eundem Chriſtopherum & pred' Thomam Bickham ꝓ recupatione monet' in pred' Tickettis eidem Johi ut prefertur ſpectan' & in conditione predca ſpecificat' & content' pſecut' Vic' Com' Kanc' pred' direct' capt' & arreſtat' fuit ac in cuſtod' Vic' ejuſdem Com' Kanc' detent' quouſq; idem Chriſtopherus poſtea ſcil't die & anno ſupradict' apud Frindeſbury pred' ſufficien' ſecuritatem ꝓ comparant' ſua ſecundum exigent' Bris ill' invenit qdq; idem Chriſtopherus in exoneratione ſua ab arreſtament' pred' adtunc & ibm expendidit viginti ſolidos ac adtunc & ibm dedit noticiam inde prefat' Thome Bickham & adtunc & ibm requiſivit eundem Thomam ad eundem Chriſtopherum in ea parte indempnem conſervand' quod facere idem Thomas adtunc & ibm & abinde hucuſq; oio recuſavit & adhuc recuſat Et hoc parat' eſt verificare unde pet' Judicium Et debm ſuũ pd' una cum dampnis ſuis occone detentionis debi illius ſibi adjudicari &c.

Que le Pl. fuit arreſt concernant les dits Tickets, & expende 20 s. pur ſon diſcharge.

Et pred' Thomas dic' qd' pred' Chriſtoferus predcm bre Dnĩ Regis e Cur' ipſius Dnĩ Regis coram ipõ Rege ut prefertur pſecut' verſus ipm Chriſtoferũ ad ſectam predci Johis Barnes falſo & deceptive ꝓcuravit & ſeipm pred' Chriſtoferm ſuperinde fore arreſtat' cauſavit ſine conſenſu ipſ Johis Barnes Abſq; hoc quod predcus Chriſtoferus Virtute bris Dnĩ Regis predict' ad ſectam predci Johis Barnes capt' & arreſtat' fuit alit' vel alio modo ꝓut predcus Chriſtoferus ſuperius replicando allegavit Et hoc parat' eſt V̄ificare unde ut prius pet' Judicm Et qd' pd' Chriſtoferus ab accone ſua predca verſus ipm Thomam precludatur &c.

Rejoinder. Que le Pl. fauxment ꝓcure luy meſme d'eſtre arreſt.

Travers que il fuit arreſt aliter, &c.

Et pred' Chriſtoferus dic' quod predcm plitm per predcm Thomam ſuperius rejungend' plitat' materiaq; in eodem content' minus ſufficieñ in lege exiſtit ad predcm Chriſtoferm ab accone ſua predca habend' precludend' quodq; ipe ad plitm ill' modo & forma pdcis plitat' neceſſe non habet nec ꝑ legem terre tenetur reſpondere de eo qd pdcm plitum ſuperius rejungend plitat' diſcedit Anglice departs a predco plito ipſius Thome ſuperius prius plitand plitat' ac plitm illud contradic' Et hoc parat' eſt verificare unde ut prius pet' Judicm & debm ſuũ pdcm una cum dampnis ſuis occone detenconis debi illius ſibi adjudicari &c.

Special Demurrer.

Et pdcus Thomas dic' qd' plitum ipſius Thome ſuperius rejungendo plitat' materiaq; in eodem content' boñ & ſufficieñ in lege exiſtit ad pdcm Chriſtoferm ad plitm illud ſuperius rejungendo plitat' reſpondere compellend quod quidem plitm idem Thomas parat' eſt V̄ificare & ꝓbare ꝓut Cur' &c. Et quia pred' Chriſtoferus ad plitm illud non reſpond' nec ill' aliqualit' dedic'

Joinder en Demurrer.

idem Thomas ut prius per Judicm̄ Et qd' pred' Chriſtoferus ab acc̄one ſua predcā verſus ipm̄ Thomam habend̄ precludatur &c.

DEux Exceptions fueront priſe al Barre.

1. Que a pleder *quod indempn' conſervavit Quer.* fuit trop general, & que le plea duiſt aver monſtre coment il ad luy ſave harmleſs & pur ceo *Co.* 2. 4. a. 2 *Cro.* 363. 3 *Cro.* 253. 5 *E.* 4. 8. fueront cite come Authorities en point.

Mes le Court ne done aſcun Reſolution al ceſt except' nec fuit neceſſary a faire ceo a ceſt temps come ceſt Caſe fuit. Mes come il ſemble nul advantage puiſſoit aver eſtre priſe de ceo ſans ſpecial Demurrer, & que ceo fuit ore vaine per le Replicat' come eſt tenus *per Cur.* en le Caſe de *Cutler* & *Paſte* v. *Southerne* & *Halker*, 1 *Levinz.* 194.

2 *Except.* Que le noſme de le Pl. en le Barre eſt miſpris; car eſt dit *Quod prædict' Thomas* (le Defendant) *indempn' conſervavit prædict' Henr' Lovelace*; ou duiſt aver eſtre *prædict' Chriſtoferum.*

Mes ceo fuit facilment over-rule, quia nul tiel perſon fuit noſme devant & donc le parol *Henric'* voile eſtre void, & donc *præd' Lovelace* voile eſtre ſufficient, come *Tel.* 182. *Savil* 71. & divers auters livers ſont.

Mes donc un Except' fuit pris al Rejoinder del Defendant Scil' que ceo fuit un departure del Barre; car per le Barre il ad pleade que il ad indempnifie le Plaintiff, & per le Rejoinder il confeſs que le Plaintiff fuit arreſt (& iſſint per conſequens dampnifie) mes que ceo fuit per procurement del Plaintiff meſme, & ceo fuit rule d'eſtre bone Exception. Et le Plaintiff ad Judgment.

Nota, le Plaintiff in ſon Replication dit, Que il fuit arreſt per vertue del proceſs hors de *B. R.* Mes ne dit en quel lieu ceſt Court fuit tenus al ceſt temps: Mes nul mention fuit fait de ceſt Exception. Mes come ſemble ceſt defect fuit aide per le Rejoinder per le quel le Def. confeſs que le Plaintiff fuit arreſt, &c.

Young v. Johnſon.

Belvin. Hill. 2 & 3 Jac. 2. Regis. Rot. 1918.

Debt pur 300 l. *v.* Admin' de Fr. Johnſon.

Lincoln' ſſ. ALicia Johnſon nup̱ de Spalding in Com̄ pred̄ Vid̄ Adminiſtratrix omniū bonoꝝ & catalloꝝ que fuer' Franciſci Johnſon viri ſui tempore mortis ſue nup̱ dict' Francū Johnſon de Spalding in Com̄ Lincoln' Gen̄ ſum̄ fuit ad reſpondend̄ Jane Young de p̱lito q̃d reddat ei treſcent' libras quas ei injuſte detinet &c. Et unde eadem Jana p̱ Ric Carman Attorn̄ ſuū dic' q̃d cum pred̄ Franciſcus in vita ſua ſcilt viceſimo nono die Maij anno regni Dnī noſtri Caroli ſecundi nup̱ Regis Anglie &c. triceſimo ſexto apud Spalding p̃d p̱ quoddam ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri eidem Jane in pred̄ treſcent' libris ſolvend̄ eidem Jane cum inde requiſit' fuiſſet predcuſ̃ tamen Franciſcus in vita ſua Ac predict' Alicia poſt mortem ipſius Franciſci cui adminiſtrac̄o omnium bonoꝝ & catalloꝝ que fuer' pred̄ Franciſci tempore mortis ſue debita juris forma comiſſa fuit licet ſepius requiſit' p̃d treſcent' libras p̃fat' Jane non reddider' ſet ill' ei reddere contradixer' Ac pred' Alicia adhuc reddere contradic' ac injuſte detinet unde dic' q̃d deteriorat' eſt. Et dampnū habet ad valenciam decem librarum Et inde p̱duc' ſectam &c. Et p̱fert hic in Cur' ſcriptum p̃d' q̃d debm̄ p̃dcm̄ in forma p̃dcā teſtatur cujus dat' eſt die & anno ſup̃dict' &c.

Narr'. Sur obligat' dat. 29 Maij 36 Car. 2.

Barr.

Et p̃dcā Alicia p̱ Mauriciū Johnſon Attorn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et dic' q̃d p̃dcā Jana acc̄onem ſuam p̃dcām inde verſus eam habere non debet quia dic' q̃d p̃dcuſ̃ Franciſcus in vita ſua p̱ nomen Francī Johnſon de Spalding in Com̄ Lincoln̄ Gen̄ ſcilt ſecundo die Julij anno regni Dnī Caroli ſecundi nup̱ Regis Anglie &c. viceſimo ſecundo apud Spalding p̃d' p̱ quandam recognic̄onem in natura & forma Statuti Stapule coram Johe Vaughan Mil' tunc capitali Juſtic' dc̄i nup̱ Regis de Coī Banco deb̄o modo capt' recognit' & ſigillat' gerent' dat' die & anno ult' menc̄onat' ſecdm̄ formam Statuti in Parliamento Dnī Henr' nup̱ Regis Anglie octavi anno regni ſui viceſimo tertio p̱ recogn̄ debit' edit' & p̱vis̃ conceſſit ſe teneri & firmit' obligari cuidm̄ Elizabelle Oldfield Vid̄ per nomen Elizabelle Oldfield de Dirrington in Com̄ p̃d' Vid' in ſexcentis libris legalis monet' Anglie ſolvend̄ eidem Elizabelle aut ſuo certo Attorn̄ Heredibꝰ vel Executoribꝰ ſuis in feſto Scī Jacobi

Que l'Inteſt' 2 Julij 22 Car. 2. ad acknowledge un recogn' en nature d'un Staple al un Eliz. Oldfield de 600 l.

Payable al Feaſt de Sr. Jaques le Apoſtle donc enſuant cobi Apoſtoli tunc prox futur' poſt dat' recogn' p̃d & ſi defecerit in ſoluc̃one debi' predc̄' Idem Franciſcus voluit & conceſſit p idem ſcriptu' quod tunc curreret ſuper ipm' hered & executores ſuos pena in Statut' Staple de debis & merchandiz' in eadem empt' recuperand' ordinat' & p̱vis̃ Et ulterius eadem Alicia dic' q̃d p̃d Franciſcus in vita ſua ſeu p̃d Alicia poſt mortem ipſius Franciſci non ſolvit nec aliqualit' ſatisfecit prefat' Elizabelle p̃d' ſexcentas libras in pred feſto Sc̄i Jacobi Apoſtoli ſeu unquam poſtea quodq; recogn' pred' p p̃fat' Franciſcum in vita ſua in forma p̃dc̄a fact' & habit' ita facta & habita fuit p vero & juſto debo non ſolut' nec ſatisfact' p p̃d Franciſcum in vita ſua vel p eandem Aliciam ad aliquod tempus poſtea quodq; eadem recogn' adhuc in ſuis pleno robore p̱manet & effecu' mi' cancellat' ſive adnihilat' & eadem Alicia ulterius dic' q̃d predc̄us Franciſcus inteſtator in br' & narrac̃on' p̃fat' Jane ſupius nõiat' & p̃dc̄us Franciſcus in recogn' ſupius menc̃onat' & nõiat' fuer' una & eadem perſona & non al' neq; div̄ſa & eadem Alicia ulterius dic' quod ipſa plene adminiſtravit omnia bona & catalla que fuer' p̃dc̄' Franciſci tempore mortis ſue & quod ipſa nulla habet bona ſeu catalla que fuer' predicti Franciſci tempore mortis ſue in manibus ſuis adminiſtrand nec habuit die impetrac̃onis br̃is originalis p̃d Jane nec unquam poſtea p̃terquam bona & catalla ad valenciam duodecim denar' que non ſufficiunt ad ſatisfaciend debm p̃d p p̃d Franciſcum in vita ſua ut p̃fertur recogn' Et que executo' recognic̃onis p̃d ſunt & p̃d die impetrac̃onis br̃is originalis ipſius Jane fuer' onerat' onerabil' & obligat' Et hoc parat' eſt verificare unde pet' Judicm' ſi p̃d Jana acc̃onem ſuam p̃dcam' inde v̄ſus eam habere debeat &c.

Que ſuit pur juſt & voire debt, &c.

Plene adminiſtravit pret' biens al value de 12 d. &c.

Et p̃dc̄a Jana dic' q̃d ipa' p aliqua p p̃dcam' Aliciam superi' p̃allegat' ab acc̃one ſua p̃dc̄a inde v̄ſus eam habend p̃cludi non debet quia dic' q̃d ſuper certificac̃onem p̃d recognic̃onis in natura Statut' Stapule ut p̃fertur recognit' in Cur' Cancellar' dc̄i Dn̄i Regis nunc debo modo nup fact' ad p̱ſecuc̃on' p̃d Elizabelle eadem Elizabella de debo ſuo p̃dc̄o mi' ſatisfact' exiſten' idem Dñus Rex nunc poſtea ſcilt decimo ſeptimo die Maij anno regni dc̄i Dn̄i Regis nunc ſecundo p quoddam br' dc̄i Dn̄i Regis nunc e Cur' Cancellar' ipſ Dn̄i Regis emanen' eadem Cur' apud Weſtm' in Com' Midd tunc exiſten' tunc Vic' Lincoln' direct' eidem tunc Vic' p̃cepit q̃d corpus p̃d' Franciſci Johnſon ſi laicus eſſet capi & in priſona dc̄i Dn̄i Regis nunc donec eidem Elizabelle de debo pred in forma p̃dc̄a recognit' plene ſatisfeciſſet ſalvo cuſtod & omnia terr' & catall' ipſius Francẽ in Ballia ſua p ſacrm' p̱bor' & legaliu' hominu' de eadem ballia

Replicat'.

Certificate del recogn' en Chancery.

17 Maij, 2 Jac. 2. *Capias ſi Laicus* iſſue.

ballia ſua ꝑ quos rei veritas melius ſciri potuiſſet juxta verum valorem eorundem diligent̄ extendi & apꝑciari & in manus dci Dni Regis nunc ſeiſiri faceret ut ea p̄fat̄ Elizabelle quouſq; ſibi de debo p̄d in forma pred' recognit̄ plene ſatisfeciſſet libari fac juxta formam Statuti apud Weſtm ꝓ humoi debit̄ recupand' inde edit̄ & ꝓviſ̄ Et qualit̄ ill' p̄cept̄ dci Dni Regis foret execut̄ ſcire faceret eidem Dño Regi in Cancellar̄ ſua ad certum diem tunc ꝓx' futur̄ in eodem bre ſpecificat̄ & jam preterit̄ ubicunq; tunc foret per l̃ras ſuas ſigillat̄ Et qd̄ haberet ibi tunc bre illud Ad quem diem in bre ill' ſpecificat̄ quidm Willus Stow Ar' adtunc Vic p̄d' Com Lincoln dc̄o Dño Regi nunc in Cancellar̄ ſua pred' eadem Cur̄ Cancellar̄ apud Weſtm pred' in pred' Com Midd' exiſten retorn qd̄ p̄nominat̄ Francus Johnſon mortuus fuit ſuper quo idem Dnus Rex nunc poſtea ſcilt viceſimo tertio die Junij anno regni ſui ſecundo ꝑ quoddam al' bre ipſius Dni Regis nunc e Cur̄ Cancellar̄ dci Dni Regis nunc apud Weſtm p̄d' in p̄d' Com Midd' emanen' tunc Vic Lincoln' p̄d' direct̄ eidem Vic p̄cepit qd̄ tam omnia terr̄ & teñta que fuer̄ ejuſdem Franci Johnſon die recognic̄onis debi pred̄ in forma pred' recognit̄ ſeu unquam poſtea niſi alicui hered' infra etatem exiſteñ jure hereditar̄ deſcender̄ quam omnia bona & catalla que fuer̄ prefat̄ Franci Johnſon tempore mortis ſue in ballia ſua per ſacrm ꝓbor & legalium hominum de eadem ballia ſua per quos rei v̄itas melius ſciri potuiſſet juxta verum valorem eorndem diligent̄ extendi & apꝑciari & in manus dci Dni Regis nunc ſeiſiri faceret ut ea prefat̄ Elizabelle quouſq; ſibi de debo pred' in forma pred' recognit̄ plene ſatisfeciſſet libari faceret juxta formam Statuti pred' Et qualit̄ ill' precept̄ dci Dni Regis foret execut̄ ſcire faceret eidem Dño Regi in Cancellar̄ ſua Craſtino Animar tunc ꝓx' futur̄ ubicunq; tunc foret per literas ſuas ſigillat̄ & qd' haberet ibi tunc bre ill' Cujus quidem bris ult̄ menc̄onat̄ p̄textu p̄fat̄ Willus Stowe tunc Vic pred' Com Lincolñ pred' poſtea ad diem retorñ bris illius ult̄ menc̄onat̄ dc̄o Dño Regi nunc in Cancellar̄ ſua pred' eadem Cur̄ apud Weſtm pred' tunc exiſteñ retorñ qd' ipe idem tunc Vic quandam inquiſic̄onem coram eo viceſimo quinto die Octobris anno ſecundo ſup̄dicto apud Sleeford in Com Lincolñ pred' virtute bris pred' ult̄ menc̄onat̄ per ſacrm̄ duodecim ꝓbor & legalium hominum de ballia ſua cepat per quam compert̄ fuit qd' p̄nominat̄ Francus Johnſon dc̄o die recognic̄onis debi pred' fuit ſeiſit̄ in dñico ſuo ut de feodo de & in uno capitali meſſuagio cum pertiñ in Spalding in Com Lincolñ pred' in tenura ſive occupac̄one Alicie Johnſon Vid' vel Aſſigñ ſuor clari annui valoris in omnibus exitibus ultra repris̄ centum ſolid Ac de &

in

Retorne de Briefe que le Conuſor fuit mort.

23 Junij 2 Jac. 2.

Briefe de extent iſſue.

Retorne de cet Briefe.

Inquiſit' priſe 25 Octobr' 2 Jac. 2

Les terres trove &c.

in quadam parcell' paſtur̄ cum pertin̄ in Spalding p̄d in Com̄ Lincoln̄ pꝛed' vocat̄ ſive cognit̄ per le nomen de le Great Six Acres in tenura ſive occupacōne Samuelis Butter vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝰ exitibꝰ ultra repꝛis̄ quadragint̄ ſolid̄ Ac de & in uno cottagio cum ꝑtin̄ in Spalding p̄d' in Com̄ Lincoln̄ pꝛed̄ in tenura ſive occupacōne Adami Webſter vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝰ exitibꝰ ultra repꝛis̄ ſex ſolid̄ & octo denar' Ac de & in uno meſſuagio cum ꝑtin̄ in Spalding p̄d in Com̄ Lincoln̄ p̄d in tenura ſive occupacōne Johis Lamley vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibus exitibus ultra repꝛis̄ triginta ſolid̄ Ac de & in uno cottag' cum ꝑtin̄ in Spalding pꝛed̄ in Com̄ Lincoln̄ pꝛed̄ in tenura ſive occupacōne Johis Sales vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ ſex ſolid̄ & octo denar' Ac de & in uno cottagio cum ꝑtin̄ in Spalding p̄d in Com̄ Lincoln̄ pꝛed' in tenura ſive occupacōne Johis Sturton vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ ſex ſolid̄ & octo denar' Ac de & in uno cottagio cum ꝑtin̄ in Spalding p̄d in Com̄ Lincoln̄ p̄d in tenura ſive occupacōne Johis Sutton vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ ſex ſolid̄ & octo denar' Ac de & in uno meſſuagio cum ꝑtin̄ in Spalding p̄d in Com̄ Lincoln̄ p̄d in tenura ſive occupacōne Thome Thompſon vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ viginti ſolid̄ Ac de & in tribꝫ acris paſtur' cum ꝑtin̄ in Spalding p̄d in tenura ſive occupacōne Willi Boyall vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ triginta ſolid̄ Ac de & in uno meſſuagio & octo acris paſtur' cum ꝑtin̄ in Spalding pꝛed̄ nuꝑ in tenura ſive occupacōne Samuelis Watſon vel aſſign̄ ſuoꝝ clari annui valoris in omnibꝫ exitibꝫ ultra repꝛis̄ octogint' ſolid̄ Ac de & in ſeptem acris paſtur' cum ꝑtin̄ in Spalding p̄d in Com̄ Lincoln̄ p̄d nuper in tenura ſive occupacōne Thome Eldꝛed vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ ſexagint' ſolid̄ Ac de & in uno meſſuagio & tribꝫ acris paſtur' cum ꝑtin̄ in Spalding p̄d in Lincoln̄ pꝛed̄ nuper in tenura ſive occupacōne Johis Wilfoꝛd vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibus exitibus ultra repꝛis̄ triginta ſolid̄ Ac de & in quinqꝫ acris & dimid̄ unius acre paſtur' cum ꝑtin̄ in Spalding p̄d in Com̄ Lincoln̄ p̄d nuꝑ in tenura ſive occupacōne Thome Harvey vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ quadꝛagint' ſolid̄ Ac de & in quinque acris & dimid̄ unius acre paſture cum ꝑtin̄ in Spalding p̄d in Com̄ Lincoln̄ p̄d in tenura ſive occupacōne Thome Kitton vel aſſign̄ ſuoꝝ clari annui valoꝛis in omnibꝫ exitibꝫ ultra repꝛis̄ quadꝛagint' ſolid Ac de & in novem acris paſture cum pertiñ in Spalding p̃d in Com̃ Lincolñ p̃d in tenura ſive occupac̄one Rici Reniger vel aſſigñ ſuorum clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ ſexagint̄ ſolid̄ Ac de & in uno meſſuagio ac dimid̄ unius acre terre vocat̄ Hempland Ac de & in tribȝ acris paſtur̄ cum pertiñ in Cowbitt in Com̃ Lincolñ p̃d nuper in tenura ſive occupac̄one cujuſd̄ Harriſon vel Aſſigñ ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ quadragint̄ ſolid̄ Ac de & in uno cottagio & dimid̄ unius acre terre vocat̄ Hemp-Land cum p̃tiñ in Peachill in Com̃ Lincolñ p̃d in tenura ſive occupac̄one cujuſdm̄ Willi Burrell vel aſſigñ ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ ſex ſolid̄ & octo denar̄ Ac de & in quinque acris paſture cum pertiñ in Weſton in Com̃ Lincoln' p̃d' in tenura ſive occupac̄one Thome Saunders vel aſſigñ ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ quadragint̄ ſolid' Ac de & in uno meſſuagio & quinque acris terre cum p̃tiñ in Molton in Com̃ Lincoln' p̃d' nuper in tenura ſive occupac̄one Willi Yates ſive aſſign' ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ quinquagint̄ ſolid' Ac de & in octo acris paſture cum p̃tin' in Moulton p̃d' in Com̃ Lincoln' p̃d' in tenura ſive occupac̄one Willi Briggs vel aſſign' ſuoꝝ clari annui valoris in omnibus exitibȝ ultra repriſ̃ quadragint̄ ſolid' Ac de & in quatuor acris paſture cum p̃tin' in Whapload Drove in Com̃ Lincoln' pred' in tenura ſive occupac̄one Robti Hicks vel aſſign' ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ triginta ſolid' Ac de & in uno capitali meſſuagio cum p̃tin' in Holbech in Com̃ Lincoln' pred' in tenura ſive occupac̄one Willi Wilſon vel aſſign' ſuoꝝ clari annui valoris in om̄ibȝ exitibȝ ultra repriſ̃ quadragint̄ ſolid' ac de & in uno meſſuagio & una acra terre vocat̄ Hemp-Land cum p̃tin' in Penchbecke in Com̃ Lincoln' pred' in tenura ſive occupac̄one Humfrid Maſton clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ decem ſolid' Ac de & in uno meſſuagio & quatuor acris terre cum p̃tin' in Penchbecke p̃d' in Com̃ Lincoln' p̃d' in tenura ſive occupac̄one Rici Anſell vel aſſign' ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ quadragint̄ ſolid' Ac de & in uno cottagio cum p̃tin' in Penchbecke pred' in Com̃ Lincoln' p̃d' in tenura ſive occupac̄one Baggott vel aſſign' ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ quinque ſolid' Ac de & in uno meſſuagio ac una acra terre vocat̄ Hemp-Land cum pertin' in Pinchebecke p̃d' in Com̃ Lincoln' p̃d' in tenura ſive occupac̄one Thome King vel aſſign' ſuoꝝ clari annui valoris in omnibȝ exitibȝ ultra repriſ̃ decem ſolid' Ac de & in uno meſſuagio & duabȝ acris terre vocat̄ Hemp-Land cum pertin' in Pinchbeake p̃d' in Com̃ Lincoln' p̃d' nuper in tenura Milonis Melton vel aſſign̄ ſuoꝝ clari annui valoris in omnibꝰ exitibꝰ ultra repriſ̄ triginta ſolid̄ Ac de & in duabus acris paſture cum ꝑtin̄ in Pinchbecke p̄d in Com̄ Lincoln̄ p̄d in tenura ſive occupac̄one Ric̄i Marriatt Jun̄ vel aſſign̄ ſuoꝝ clari annui valoris in omnibꝰ exitibꝰ ultra repriſ̄ tresdecem ſolid̄ & quatuor denar̄ Ac de & in uno meſſuagio & dimid̄ unius acre terre vocat̄ Hemp-Land cum ꝑtin̄ in Pinchbecke p̄d in Com̄ Lincoln̄ p̄d in tenura ſive occupac̄one Thome Wilſon vel aſſign̄ ſuoꝝ clari annui valoris in omnibꝰ exitibꝰ ultra repriſ̄ decem ſolid̄ Ac de & in uno meſſuagio & uno cottagio cum ꝑtin̄ in Pinchbecke p̄d in Com̄ Lincoln' p̄d in tenura ſive occupac̄one Thome Wright vel aſſign̄ ſuoꝝ clari annui valoris in omnibꝫ exitibꝫ ultra repriſ̄ quindecim ſolid̄ Ac de & in octo acris paſture cum ꝑtin̄ in Sutton in Com̄ Lincoln̄ p̄d in tenura ſive occupac̄one Will̄i Porter vel aſſign̄ ſuoꝝ clari annui valoris in omnibꝫ exitibꝫ ultra repris' ſexagint̄ ſolid̄ Omnia que quidem meſſuag' terras & tenementa p̄d cum ꝑtin̄ p̄dcus Will'us Stowe tunc Vic̄ p̄d Com̄ Lincoln̄ p̄d viceſimo quinto die Octobris anno regni dc̄i Dn̄i Regis nunc ſecundo ſup̄dic̄o in manus dc̄i Dn̄i Regis nunc ꝑ Extent̄ p̄d ſeiſiri feciſſet prout ꝑ idem br̄e ult̄ mencōnat̄ & ꝑ eandem inquiſic̄onem p̄d br̄i ult̄ mencōnat̄ annex' coram p̄fat̄ tunc Vic̄ p̄d' Com̄ Lincoln' capt̄ in filacijs dc̄e Cur̄ Cancellar̄ dc̄i Dn̄i Regis nunc apud Weſtm̄ p̄d' in Com̄ Midd̄ p̄d de Recordo reſiden̄ plenius liquet Super quo dc̄us' Dn̄us Rex nunc poſtea ſcilt ſexto die Novembris anno regni ſui ſecundo ſupradic̄o ꝑ quoddam al' br̄e ip̄m Dn̄i Regis nunc e p̄d Cur̄ Cancellar̄ ipſ' Dn̄i Regis apud Weſtm̄ p̄d adtunc emanan̄ p̄fat̄ tunc Vic̄ Lincoln̄ direct̄ eidem Vic̄ p̄cepit q̄d idem Vic̄ p̄fat̄ Elizabelle Oldfield p̄d' capital' meſſuag' cottag' paſtur̄ terras tenementa & cetera omnia & ſingula p̄miſſa p̄dc̄a cum ꝑtin' in ballia p̄fat̄ tunc Vic̄ Com̄ Lincoln̄ p̄d' ſi ea ꝑ extent̄ p̄d' recipere voluit libaret tenend' eidem Elizabelle & aſſign̄ ſuis ut libum ten̄tum ipſ̄ Elizabelle quouſq; ſibi de debito p̄dco una cum dampnis miſis & expens' ſuis que in ea parte rationabil' ſuſtinuiſſet plenar̄ ſatisfact̄ fuerit Et qualit̄ ill' p̄cept̄ dc̄i Dn̄i Regis foret execut̄ ſciri fac̄ eidem Dn̄o Regi in Cancellar̄ ſua p̄dc̄a in quindena Sc̄i Martini tunc px' futur̄ ubicunq; tunc foret ꝑ literas ſuas ſigillat̄ & q̄d haberet ibi tunc br̄e ill' Cujus quidm̄ bris' mencōnat̄ p̄textu p̄fat̄ Will'us Stowe adtunc Vic̄ p̄d' Com̄ Lincoln̄ ut p̄fertur exiſten̄ dc̄o Dn̄o Regi nunc in Cancellar̄ ſua p̄d' apud Weſtm̄ p̄d' in p̄d' Com̄ Midd' adtunc & ibm̄ retorn' & certificavit q̄d ip̄e virtute br̄is p̄d' ult̄ mencōnat̄ ſibi direct̄ viceſimo die Novembr' an̄o regni dc̄i Dn̄i Regis nunc ſecundo ſupradict̄ libari feciſſet p̄fat̄ Elizabelle Oldfield

Prout per Breve & inquiſition'&c.

6 Novemb. 2 Jac. 2. Liberate iſſue.

Ret' del dit Briefe que il 20 Nov. en meſme l'ann ad deliver, &c.

Oldfield omnia & ſingula capital' meſſuag' cottag' paſtur' terras teñt & cetera p̃miſſa p̃d' cum ꝑtiñ ꝑ extent' p̃d' ſuperius ſpec' tenend' eidem Elizabelle Oldfield & aſſign' ſuis ut liberum teñtum ſuũ quouſq; eidem Elizabelle de debõ pred' unacum dampnis mis' & expens' ſuis que in ea parte rationabilit' ſuſtinuiſſet plenar' ſatisfact' fuerit ꝓut ꝑ bre illud ſimul cum p̃d' retorñ ejuſdem in dict' filacijs pred' Cur' Cancellar' dci Dñi Regis nunc apud Weſtm̃ pred' in dc̃o Com̃ Midd' de Recordo reſiden' plenius apparet Cujus pretextu pred' Elizabella Oldfield omnia & ſingula capital' meſſuag' cottag' paſtur' terras teñta & cetera premiſs' pred' cum ꝑtin' ꝑ extent' pred' tenend' eidem Elizabelle & aſſign' ſuis ut libum teñtũ ſuũ quouſq; eidem Elizabelle de debo pred' una cum dampnis mis' & expen' ſuis que in ea parte rationabilit' ſuſtinuiſſet plenar' ſatisfact' fuerit adtunc & ibm̃ recepit & habuit Virtute cujus pred' Elizabella de pred' capital' meſſuag' cottag' paſtur' terr' teñt' & ceteris premiſs' pred' ſic ut prefertur extent' & eidem Elizabelle deliberat' poſſeſſionat' fuit & adhuc poſſeſſionat' exiſtit & hoc parat' eſt verificare unde pet' Judicm̃ & debm ſuũ pred' una cum dampñ ſuis occ̃one detenc̃on' debiti illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

Que le Cognizee Eliz. Oldfield ad receive les terrs extend & de eux fuit & encore eſt poſſeſs.

CEux Exceptions fueront pris al Barre.

Except. 1. Que le Plea diſt que le *Recogn' fuit debito modo capt'*, mes ne diſt coment.

Al que fuit reſpond per le Counſel del Defendant, Que eſt diſt que *fuit capt' coram Vaughan* Chief Juſtice, & *ſecundum formam Stat.* que eſt ſufficient.

2. N'eſt diſt que fuit per Script' Obligator', &c.

Reſp. Eſt diſt *quod per Recogn' in natura Statut. Stapul. recognovit*, &c. que eſt ſufficient.

3. N'eſt monſtre que le Stat. fuit inrol accordant al form del Stat. &c. & iſſint void.

Reſp. Le Stat. de 27 *Eliz.* extend ſolement al Purchaſers de Terrs, & nemy al Creditors.

4. Que per aſcun choſe que appiert le debt poiet eſtre ſatisfie.

Reſp. Eſt diſt que ne fuit ſatisfie per le Conuſor ou per le Defendant, & ne poiet eſtre ſatisfie per le extent, car le Debt eſt 300 *l.* & le Liberate ne iſſue tanq; 2 *Jac.* & les terrs ſont forſq; de value de 50 *l. per ann.* & pur ceo ne ſerra intend d'eſtre ſatisfie.

5. Il eſt diſt que le Stat. remainant unſatisfie: mes n'eſt diſt a quel lieu.

Reſp. Que ne beſoigne; car ſil ſoit unſatisfie, il remaine en touts lieus unſatisfie, & ouſter, nul iſſue eſt d'eſtre pris ſur ceo. Mes le Pl. per Replication doiet monſtrer coment, eſt ſatisfie, & ouſter ceo tiel Recognis' nunques eſt produce en pleading.

Ceux Caſes fueront cite pur le Plaintiff quant al matter de Ley, *viz.* 2 *Cro.* 338 & 693. 1 *Sid.* 356. *Nu.* 8. 3 *Cro.* 310. *Hunger's* Caſe, & le Plaintiff avoit Judgment. Et preter les Caſes cite ſur le Argument de ceſt Caſe, *vid.* 22 *E.* 3. 14. *Nu.* 42. *Fitzh. Execut.* 84. & 3 *Levinz.* 219. *Barker* v. *Dye*, lou autiel Judgment eſt done come en le Caſe icy.

Watts & al' v. *Pitt* & al'.

Belvin. Mich. 1 Jac. 2. Regis. Rot. 354.

Debt pur 200 l. ſur Articles.

Portant date ult' Sept' 1680.

Recitant que un Marriage fuit intend enter le Pl. T. & E. P. file del Def. J. ſenior.

Wigorn' ſſ. Ric̄us Pitt nup de Brodwas in Com' p̄dc̄o ſen' Yeoman & Ric̄us Pitt nup de Brodwas in Com' p̄dc̄o jun' Yeoman al's dict' Richard Pitt of Brodwas in the County of Worceſter Yeoman and Richard Pitt his Son ſum̄ fuer' ad reſpondend̄ Joh̄i Watts & Thome Watts de p̄lito q̄d reddant eis ducentas libras quas eis debent & injuſte detinent &c. Et unde idem Joh̄ & Thomas p Will̄m Bridges Attorn' ſuu' dic' q̄d cum p quoſdam Articulos agreamenti fact' apud Brodwas p̄d ultimo die Septembris anno Dn̄i milleſimo ſexcenteſimo & octogeſimo inter p̄dc̄os Ric̄um & Ric̄um p nõia Ric̄i Pitt de Brodwas in Com' Wigorn' Yeoman & Ric̄i Pitt filij ſui ex una parte & p̄d Joh̄em & Annam tunc uxorem ejus jam defunct' (quam iidem Joh̄es & Thomas ſupvixer') & p̄d Thomam p nõia Joh̄is Watts & Anne uxoris ejus & Thome Watts filij ſui de Tamers Green in pochia de le Berrow & Com' Wigorn' Yeoman ex altera parte factam (quor' quidem Articulor' unam partem ſigillis p̄d Ric̄i & Ric̄i ſignat' iidem Joh̄es & Thomas hic in Cur' pfer' quor' dat' ſunt eiſdem die & anno) agreat' fuit q̄d cum quoddam intens̄ maritagium tunc brevit' ſolempnizat' foret inter p̄d Thomam & quandam Elizabeth Pitt filiam p̄d Ric̄i Pitt ſen' Et p & in conſiderac̄one ſum̄e centum librar' legalis monete Angl' ſolut' p p̄d Ric̄um Pitt ſeniorem vel p̄d Ric̄um Pitt filiu' ſuu' Executores Adminiſtratores vel aſſign' ſuos ad duos dies ſoluc̄onis in eiſdem Articulis poſtea menc̄onat' eiſdem Joh̄i Watts vel Thome Watts Executorib; vel Aſſign

ſuis vel utriq; eoꝝ videlt in apud vel ſup viceſimum ſextum diem Marcij tunc ꝓx' enſuen̄ dat' eoꝛundem Articuloꝛum ſum̄am quinquaginta libꝛarum legalis Anglicane monete & conſil'em ſum̄am quinquaginta libꝛarum in apud vel ſup viceſimum nonū diem Septembꝛis qui tunc foꝛet in anno Dnī milliſimo ſexcenteſimo octogeſimo pꝛimo Et ulterius ꝑ eoſdem Articulos articulat' convent' & agreat' fuit ꝑ p̄dcos Johem & Thomam ad & cum p̄d Rico Pitt ſenioꝛe & Rico Pitt junioꝛe Executoꝛib; & Aſſign̄ ſuis qd ꝑ conſideracōne p̄d ipſi ijdem Johes & Thomas conveiarent locarent & aſſurarent p̄fat' Elizabeth Pitt & hered de coꝛpoꝛe ſuo ꝓcreat' ꝑ p̄d Thomam Watts viginti libꝛas ꝑ annū in Junctura Anglice Jointure ꝓ p̄dca Elizabeth & ꝓ defectu hered ꝑ p̄d Thomam ꝓcreand tunc rectis hered ipſius Thome Watts imppm̄ Et ill' faciend ꝑ Concilium in Lege erudit' ꝑ conveiantiam talib; Feoffat' Anglice Feoffees qual' p̄d Ricus Pitt & Thomas viderint expedit' Et reſid & remanſr' Stat' conviccat' foꝛet ꝑ p̄d Johem & Thomam Watts eidem Thome & hered ſuis imppm̄ Et ill' faciend ad onera p̄d Ricī Pitt non excedent onere finis Et ulterius ꝑ Articulos p̄dcos articl'at' convent' & agreat' fuit qd p̄d Johes Watts & Anna uxoꝛ ejus tranſferrent tot' ill' aver' Anglice Stock of Cattle ꝓvent' grani Angl' Crop of Corn om̄iod bona domeſtica ſua infra oſtia & extra oſtia eidem Thome Watts filio ſuo Executoꝛib; & Aſſign̄ ſuis imppm' (except' medietate bonoꝛum domeſtic' ꝓ & duran' naturalib; vitis p̄d Johis & Anne uxoꝛis ejus ꝓ eoꝛum convenien' uſu) Et ulterius per Articulos p̄dcos articl'at' convent' & agreat' fuit qd p̄d Thomas Watts & Elizabeth intens uxoꝛ ejus cuſtodirent & manutenerent p̄d Johem Watts & Annam tunc uxoꝛem ejus patrem & matrem eidem Thome & quendam Johem Watts Avum ſuū cum ſufficien' cibo potu & apparat' lot' toꝛſit' Angl' wringing & cib; al' neceſſar' adapt' & convenien' ꝓ perſonis eorum qualitat' & vocacōnis & ſilit' ſolvent eiſdem Johi & Anne vel utriq; eoꝛum ſummam quatuoꝛ libꝛarum annuatim & quolibt anno duran naturalibꝰ vitis ſuis ad duos dies ſolucōnis per equas & equales poꝛcōnes videl't viceſimū quintū diem Marcij & viceſimū nonū diem Septembꝛis in quolibt anno ſed ſi p̄dcī Johes & Anna Watts diſplicerent Anglice miſlike cum eoꝛum cibo potu toꝛſit' &c. p̄d diſplicerent tunc p̄d Thomas & Elizabeth uxoꝛ ejus vel Hered Executoꝛes Adminiſtratoꝛes vel Aſſign ipſius Thome Watts ſolverent vel ſolvi cauſarent p̄fat' Johanni & Anne Watts ſup̄dict' ſummam quindecim libꝛarū ꝑ annum & quolibt anno duran' naturalibꝰ vitis ſuis per equas & equales poꝛcōnes ad dies ſolucōnis in quolibt anno ut p̄fertur Et ſi p̄d Johes Watts avus diſpliceret ipſe idem Johes fuit ſolut' octo

Et in conſ. de 105 l. paie per les Defs. al Pls. al 2 jours, ſc. 50 l. ſur 26 Martij, & 50 l. ſur 29 Sept' enſuant.

libꝛas curren' Anglicane monete ad duos dies ſolucõnes per equas & equales poꝛcões in quolibt anno ut p̄fertur Et ſi contingeret q̄d ſi p̄d Johes vel Anna relinquere contingeret vitam ill' ab alterutro tunc ſi ſupervivoꝛ eoꝛum diſpliceret Anglice miſlike cum cibo potu &c. tunc p̄d Thomas Watts Hered vel Aſſign' ſui ſolveret ſummam octo libꝛarū annuatim & quolibt anno duran' naturali vita ſuperviven' per equas & equales poꝛcões ad dies in quolibt anno ut ſupꝛadict' ſcript' Et ulterius per Articulos p̄d articlat' convent' & agreat' fuit q̄d p̄d Thomas Watts intens' uxoꝛ ejus & Hered & Aſſign' ipſius Thome permitterent p̄d Johem & Annam patrem & matrem ſuū here Cameram ſupra Aulam ad ejus & eoꝛū uſum ꝑ & duran' vitis ſuis & diutius eoꝛum viven' Et ꝑ deba perfoꝛmacõne omniū & ſingulorū Articuloꝛū ꝓmiſſion' & agreament' partes p̄dict' ad Articulos p̄d obligaſſent ſe Hered Executoꝛes Adminiſtratoꝛes & Aſſign' ſuos & quemlibt eoꝛū in ſumma ducentarū libꝛarū legalis monete Anglie foꝛisfaciend ſuper deba ꝓbacõne alicujus partis Articuloꝛū p̄d ex utraq; parte ſupꝛa ſpecificat' ꝓut per Articulos pꝛed' plenius apparet Et ijdem Johannes & Thomas Watts dic' q̄d poſtea & ante diem impetracõnis Bris Oꝛiginal' ipſoꝛū Johannis & Thome ſcil't pꝛimo die Decembꝛis anno regni Dnī Caroli nuper Regis Anglie ſecundi triceſimo ſecundo apud Bꝛodwas p̄d maritagiū p̄d inter ipm' Thomam & p̄fat' Elizabeth hit' & ſolempnizat' fuit Et idem Thomas eandem Elizabeth juxta Leges Eccleſiaſticas hujus Regni Anglie adtunc & ibm rite & l'ittime deſponſavit Ac licet ipſi ijdem Johannes & Thomas Watts modo quer' a tempoꝛe confeccõnis Articuloꝛū p̄d hucuſq; bene & fideliter perfoꝛmaver' perimplever' & cuſtodiver' omnia & ſingula Articulos convencões & agreament' in Articulis p̄d ſpecificat' ex partibꝰ ſuis perfoꝛmand perimplend & cuſtodiend ſecundum foꝛmam & effectum Articuloꝛum p̄d ꝓteſtando q̄d p̄d Ricus & Ricus non perfoꝛmaver' perimplever' ſeu cuſtodiver' ſeu uter eoꝛum perfoꝛmavit perimplevit ſeu cuſtodivit aliqua Articulos convencões ſeu agreament' in Articulis p̄d ſpecificat' ex partibꝰ ſuis perfoꝛmand perimplend & cuſtodiend ſecundum foꝛmam & effectum Articuloꝛum p̄d In facto ijdem Johes & Thomas Watts modo quer' dic' q̄d p̄d Ricus & Ricus non ſolver' nec uter eoꝛum ſolvit eiſdem Johi & Thome Watts modo quer' ſeu alteri eoꝛum ſuper p̄d viceſimum nonū diem Septembꝛis in Articulis pꝛed' ſpecificat' nec ad aliquod tempus poſtea hucuſq; pꝛed' ſummam quinquaginta libꝛarum quas eis vel eoꝛum alteꝛi in apud vel ſuper eundem diem ſolviſſe debuer' ſecundum foꝛmam & effectum Articuloꝛum pꝛed' per quod actio accrevit eiſdem Thome & Johi ad exigend & hend de p̄fat' Rico &

Pur performance les parties oblige eux en 200 l. d'eſtre forfeit ſur due proof d'aſcun part des Articles.

Averment del Marriage.

Le Breach. Que les Defs. n'ont pay al Pls. le dit ſum de 50 l.

& Ric̃o p̃d ducentas libras p̃d tamen Ric̃us & Ric̃us licet ſepius requiſit̃ p̃d ducent̃ libr' eiſdem T. & J. non reddidet̃ ſed ill' eis hucuſqꝫ reddere contradixet̃ & adhuc contradic' unde dic' q̃d deteriorat̃ ſunt Et dampnum h̃ent ad valenciam viginti librarum Et inde produc' ſectam &c.

Per quod Actio accrevit al Pl. d'aver les 200l.

Et pred' Ricardus Pitt & Ricardus Pitt per Egidium Trimnell Attorn' ſuum ven' & defend' vim & injur̃ quando &c. Et pet̃ audit̃ Articulorum pred' Et eis legitur in hec verba:

Barr.

Oyer del Articles.

Articles of Agreement made, agreed and concluded on the laſt day of *September*, in the Year of our Lord One thouſand ſix hundred and eighty, between *Richard Pitt* of *Brodwas* in the County of *Worceſter* Yeoman, and *Richard Pitt* his Son, of the one part; and *John Watts*, *Anne* his Wife, and *Thomas Watts* their Son, of *Camers Green* in the Pariſh of the *Berrow* and County of *Worceſter* Yeoman, on the other part: That whereas there is an intended Marriage ſhortly to be ſolemnized between *Thomas Watts* aboveſaid, and *Elizabeth Pitt*, Daughter of the aboveſaid *Richard Pitt* the elder, and for and in conſideration of the Sum of One hundred Pounds of lawful *Engliſh* Money paid by *Richard Pitt* the elder, or *Richard Pitt* his Son, their Executors, Adminiſtrators or Aſſigns, at the days of payment hereafter mentioned, unto *John Watts* or *Thomas Watts* aboveſaid, their Executors or Aſſigns, or either of them (*videlt'*) that is to ſay, in, at or upon the ſix and twentieth day of *March* next enſuing the date hereof, the Sum of Fifty Pounds of lawful *Engliſh* Money; and the like Sum of Fifty Pounds in, at or upon the nine and twentieth day of *September*, which will be in the Year of our Lord One thouſand ſix hundred eighty and one. **Secondly**, It is articled, covenanted and agreed by *John* and *Thomas Watts* aboveſaid, to and with *Richard Pitt* the elder and *Richard Pitt* the younger, their Executors and Aſſigns, That for the conſideration above-mentioned the ſaid *John* and *Thomas Watts* ſhall convey, ſettle and aſſure unto *Elizabeth Pitt* aforeſaid, and to the Heirs of her Body begotten by *Thomas Watts* here mentioned, Twenty Pounds *per annum* in Jointure for her the ſaid *Elizabeth*; and for want of Heirs begotten by *Thomas*, then to the right Heirs of *Tho. Watts* for ever: And this to be done by Learned Councel in the Law, by Conveyance to ſuch Feoffees as *Rich. Pitt* and *Thomas* think fit, and the reſidue and remainder of the Eſtate to be conveyed by *John* and *Thomas Watts* to *Thomas* and his Heirs for ever: And this to be done at the charges of *Richard Pitt*, not exceeding the charge of a Fine. **Thirdly**, It is articled, covenanted and agreed, That the ſaid *John Watts* and *Anne* his Wife ſhall ſet over all their Stock of Cattle, Crop of Corn, all manner of Houſhold-goods within doors and without, unto *Thomas Watts* their Son, and to his

Executors and Aſſigns for ever, except the one Moiety of the Houſhold-goods for and during the natural life of *John* and *Anne* his Wife, for their convenient uſe. **Fourthly**, It is articled, covenanted and agreed upon, That the ſaid *Thomas Watts* and *Elizabeth* his intended Wife ſhall keep and maintain *John Watts* and *Anne* his Wife, Father and Mother to the ſaid *Thomas*, and *John Watts* his Grandfather, ſufficient Meat, Drink and Apparel, Waſhing, Wringing and all other Neceſſaries fit and convenient for People of their Quality and Calling; and likewiſe to pay unto *John* and *Anne*, or either of them, the Sum of Four Pounds yearly and every year during their natural lives, at two days of Payment by even and equal portions, that is to ſay, the five and twentieth day of *March* and nine and twentieth day of *September* in every year. Now if the ſaid *John* and *Anne Watts* ſhall miſlike with their Meat, Drink, Waſhing, Wringing, *&c.* aforeſaid, then the ſaid *Thomas* and *Elizabeth* his Wife, or the Heirs, Executors, Adminiſtrators or Aſſigns of *Thomas Watts* ſhall pay or cauſe to be paid unto *John* and *Anne Watts* aforeſaid, the Sum of Fifteen Pounds by the year and every year during their natural lives, by even and equal portions, at the days of payment in every year as aforeſaid, if *John Watts* his Grandfather miſlike, he is to be paid Eight Pounds of current *Engliſh* Money at two days of Payment by even and equal proportions in every year as aforeſaid; And if it ſhall happen that the ſaid *John* or *Anne* happen to depart this life from each other, then if the Survivor living miſlike with Meat, Drink, *&c.* then *Thomas Watts*, his Heirs or Aſſigns, ſhall pay the Sum of Eight Pounds yearly and every year during his or her natural life, by even and equal proportions at the days in every year, as is above-written. **Fifthly**, It is articled, covenanted and agreed upon, That *Thomas Watts*, his intended Wife, and the Heirs and Aſſigns of *Thomas* ſhall permit and ſuffer his Father and Mother, *John* and *Anne*, to have the Chamber over the Hall to his or their uſe, for and during their lives and the longer liver of each of them. And **Laſtly**, For the due performance of all and ſingular the Articles, Promiſes and Agreements, We bind our ſelves, our Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, in the Sum of two hundred Pounds of lawful Money of *England*, to be forfeited upon due Proof of any part of theſe Articles of either ſide, or part above-mentioned. Unto which we have interchangeably put our Hands and Seals to theſe preſents the Day, Year and Month firſt above-written. **Demurrer, & Joinder en Demurrer.**

EN ceſt Caſe fuit object per le Councel del Defendant,

1. Que nul Action giſt ſur ceſt part de les Articles, per que les parties oblige eux meſmes en 200 *l.* pur ceo que il n'eſt diſt al que, ou al queux ils oblige eux meſmes, ou que ils eux meſmes oblige a performer les Covenants en les Articles, ou a payer 200 *l.* pur breach des Articles; mes ſolement en 200 *l.* d'eſtre forfeit ſur due proof de aſcun part de les Articles; & auxi pur ceo, que l'un des parties fuit un Feme-covert al ceſt temps, & ne puit obliger luy meſme. *Sed non allocatur*, car le fait ſerra conſtrue accordant al intent des parties, & ne ſerra void en ceſt part, ſi per aſcun reaſonable means poiet eſtre priſe d'eſtre bone, & les Covenants eſteant mutual per les ſeveral parties de les ſeveral parts des Articles, il ſerra priſe que les ſeveral parties de les ſeveral parts des Articles queux fueront capable d'obliger eux meſmes l'un a l'auter, ount eux meſmes oblige en les dits 200 *l.* a performer lour mutual Articles, & forfeiter les dits 200 *l.* ſur proof de breach d'aſcun des dits Articles. Et auterment ceſt part de Articles ſerroit vain & abſurd. Et pur ceo *vid.* 3 *Levins* 21. *Langdon* v. *Goole*.

2. Auter Objection fuit, que duiſſoit aver eſtre proof de breach d'aſcun de les Articles devant le Action fuit port; *Sed non allocatur*, car le proof poiet eſtre en meſme ceſtuy Action; & iſſint ſont *Aldered* & *Matthew*'s Caſe, 2 *Cro.* 188. & *Elve* & *Sabes* en meſme Livre, 232. & mults auters Livres. Et le Plaintiff ad Judgment per le Opinion de tout le Court. *Lutwyche* Accouncel ove le Plaintiff.

Nota, Que nul regard fuit done per le Court al variance enter le Declaration & les Articles, pur ceo que le recital en le primer part des Articles fuit nonſenſical.

Smith & auters v. *Boughton.*

Winford. Trin. 4 Jac. 2. Regis. Rot. 1663.

Debt vers le Heire ſur Obligation ſon Pere port per Executor.

War' ſſ. EDwardus Boughton nuper de Bilton in Com̄ War̄ Armiger filius & heres Thome Boughton Armig' nuper dc̄i Thome Boughton de Bilton in Com̄ War̄ Armig' ſum̄ fuit ad reſpondend' Will̄o Smith Joh̄i Collis & Joh̄i Garrett clerico executorib⁹ teſtament̄ Johis Smith de ꝑlito q̄d reddat eis centū lib̄ quas eis injuſte detinet &c. Et unde iidem Will̄us Joh̄es Collis & Joh̄es Garrett per Edrū Willes Attorn̄ ſuū dic̄ q̄d cum p̄red' Thomas pater p̄red' Edrī Boughton cujus heres ip̄e eſt in vita ſua viceſimo nono die Junij anno regni Dn̄i Caroli nuꝑ Regis Anglie ſecundi decimo quinto apud Bilton ꝑ quoddam ſcriptum ſuum obligatoriū conceſſiſſet ſe teneri p̄fat̄ Joh̄i Smith in vita ſua in p̄red' centum lib̄ ſolvend' eidem Joh̄i cum inde requiſit̄ fuiſſet Et ad eandem ſoluc̄onem bene & fidelit̄ faciend' p̄red' Thomas obligaſſet ſe & heredes ſuos per idem ſcriptū p̄red' tamen Thomas in vita ſua & p̄red' Edrūs Boughton filius & heres p̄red' Thome poſt ipſ' Thome mortem licet ſepius requiſit̄ p̄redcas' centum libras p̄fat̄ Joh̄i Smith in vita ſua ſeu eiſdem Will̄o Johi Collis & Johi Garrett ſeu eoꝝ alicui poſt ipſ' Johis Smith mortem non reddiderunt nec alter eoꝝ reddidit ſed ill' eis reddere contradixer̄ ac p̄red' Edrus' Boughton ill' eiſdem Will̄o Johi Collis & Johi Garrett adhuc reddere contradicit & injuſte detinet unde dic̄ q̄d deteriorat̄ ſunt & dampn̄ habent ad valenciam decem librꝝ. Et inde ꝓduc̄ ſectam &c. Et ꝓferunt hic in Cur̄ tam ſcriptū p̄dcm̄ q̄d debm̄ p̄dcm̄ in forma p̄dcā teſtatur cujus dat̄ eſt eiſdem die & anno ſupradict̄ quam literas teſtamentarias p̄red' Johis Smith per quas ſatis liquet Cur̄ hic ipſ' Willm Johem Collis & Johem Garrett fore executores teſtamenti p̄red' Johis Smith & inde habere adminiſtrac̄onem &c.

L'Obligation & le Teſtament produce.

Barr. Que ſon Pere fuit ſeiſie en Fee del Meſ. &c. (int' al')

Et p̄red' Edrus' Boughton per Francū Wild Attorn' ſuū ven' & defend' vim & injur̄ quando &c. Et dicit q̄d p̄red' Thomas Boughton in vita ſua (cujus heres ip̄e idem Edrus' eſt) ſeiſit̄ fuit de & in ſeperal' meſſuag' cotag' ten̄tis & hereditament̄ modo hic inferius ſpecificat̄ (inter al') in dn̄ico ſuo ut de feodo Et ſic inde ſeiſit̄ exiſten' idem Thomas in vita ſua ſcilt quarto die Maij anno Dn̄i millimo ſexcenteſimo quinquageſimo ſexto apud

Et 4 Maij 1656. demiſe eux al W. M. Habend pur 500 ans rendant annualment un Grain de Pepper.

apud Bilton p̄dcam (inter al') dimiſit cuidam Willo Meade tot' ill' meſſuagiu ſive teñtu cu ꝑtin ſcituat' jacen & exiſten in Kilby in Com Leiceſtr' & omnes domus edificia ſtructur' hoꝛrea ſtabula pomar' gardina poſtica Anglice Backſides & quinque virgat' & dimid virgat' terre Anglice Five-Yard-Land and half arrabil' pꝛati & paſtur' cum ꝑtin in Kilby p̄d' dc̄o meſſuag' ſive teñto ſpectan & ꝑtinen tunc vel tunc nuper in tenura ſive occupacon cujuſdm Franci Smith vel Aſſign ſuoꝝ Acetiam totu illud cottagiu ſive teñtu cum ꝑtin & un clum ſive terr' paſtur' Anglice Paſture-Grounds cum pertin cōit' vocat' Clarke's Cloſe alias Holme-Cloſe ſcituat' jacen & exiſten in Kilby pꝛed in dc̄o Com Leiceſtr' & tunc vel tunc nuper in tenura cujuſdm Ric Ward vel aſſign ſuoꝝ Acetiam tot' illud meſſuag' ſive teñtu & firm conſiſten dimid virgat' terre cum ſuis & eoꝝ cujuſlibet ꝑtinen in Dunchurch & Toft in dc̄o Com Warwici tunc nuꝑ in poſſeſſion ſive occupacon Jacobi Staples & tunc in tenur' Johis Blackwell ſive aſſign ſuoꝝ Acetiam tot' illud cottagiu cum pertin in Toft p̄d tunc nuper in tenur̄ ſive occupacon Edꝛ Blackwell & tunc in tenur' dci Johis Blackwell vel aſſign ſuorum Acetiam omnes domus extradom edific' ſtructur' hoꝛrea ſtabula pomar' gardin' terr' pꝛat' cla paſtur' paſc' liras Anglice Leas hadas Anglice Hades poꝛcas Anglice Balks cōias & cōia paſtur' arbor' boſc' ſuboſc' vias paſſag' eaſiament ꝓficua commoditat' advantag' & emolumenta quecunqꝫ dict' ſepat' meſſuag' ſive teñtis firm cottag' clauſis ſex virgat' terre & dimid unius virgat' terre & al' pꝛemencōnat' p̄miſs' vel eoꝝ alicui ſpectan' vel aliquo modo ꝑtinen' ſive exiſten' accept' reputat' uſitat' vel occupat' ut aliqua pars parcell' ſive membr' inde vel alicujus partis ſive parcell' inde Et rev̄con' ac rev̄con' remanet' & remanet' reddit' & ſervitia inde & cujuſlibet partis & parcell' inde Acetiam omnes reddit' & al' annual' ꝓficua reſervat' debit' ſive ſolubil' ſuper aliquam dimiſſionem ſive conceſſion' tunc fact' de pꝛemiſs' vel aliqua parte ſive parcel' inde Habend & tenend p̄d' Willo Meade executoꝛibꝰ adminiſtratoꝛibꝰ & aſſign' ſuis a pꝛed quarto die Maij anno ſupꝛadicto ꝓ & duran' termino quingent' annoꝝ plenar' complend & finiend Reddend inde annuatim annual' reddit' unius grani piperis Et p̄d' Edꝛus' ulterius dic' q̄d ipe non habet aliqua terras teñta ſeu hereditamenta per diſcenſu hereditariu de pꝛed Tho. Boughton patre ſuo in feodo ſimplici nec habuit die impetracon' b̄ris oꝛiginal' pꝛed' Willi Smith Johis Collis & Johis Garrett vel unquam poſtea pꝛeter rev̄con' & reddit' pꝛed' meſſuag' cottag' terraꝝ teñtoꝝ & hereditament' pꝛed cum pertin' in foꝛma p̄d dimiſs' Et hoc parat' eſt verificare unde

Riens per Diſcent preter le dit Reverſion & Rent.

pet' Judic͞m ſi ip̄e de debo p̄d p̄terquam in rev͞con' & reddit' p̄red onerari debeat &c.

Special Demurrer. Et p̄d' Will'us Smith Johes Collis & Johes Garrett dic' q̄d plitu͞ p̄dc͞m p̄d Edr̄i Boughton materiaq; in eodem content' minus ſufficien' in lege exiſtunt ad ipos̄ Willm Smith Johem Collis & Johem Garrett ab ac̄cone ſua p̄dc͞a v͞ſus p̄fat' Edr̄u Boughton de debo p̄d' in aliquo exonerand̄ Quodq; ipſi ad plitu͞ illud modo & forma p̄d' plitat' neceſſe non habent nec per legem terre tenentur aliquo modo replicare Et hoc parat' ſunt v͞ificare unde ꝑ defectu ſufficien' reſpons̄ in hac parte ijdem Will'us Smith Johes Collis & Johes Garrett pet' Judic͞m & debm ſuu͞ p̄dc͞m unacum dampnis ſuis oc̄cone detenc̄onis debi illius ſibi adjudicari &c. Et ꝓ cauſa morac̄onis in lege ſuper plito p̄dc͞o ijdem Will'us Smith Johes Collis & Johes Garrett juxta formam Statuti inde ꝓvis̄ oſtendunt Cur' hic q̄d p̄dcus̄

Cauſes de Demurrer. Edrus̄ Boughton nec fatetur nec negat nec evitat debm ſive ſcriptu͞ p̄dc͞m Quodq; p̄d Edrus̄ Boughton non allegavit aliquam intrac̄onem ſive poſſeſſionem p̄dci Willi Meade virtute dimiſſionis p̄dc̄e nec oſtendit aliquem p̄fectu͞ particularem ſtatum unde aliqua rev͞c͞o pendere ſive expectare poteſt Ac denique q̄d plitu͞ p̄dc͞m caret forma &c. Et p̄dcus̄ Edrus' Bough-

Joinder en Demurrer. ton ex quo ip̄e ſufficien' mater' in lege ad p̄d Willu͞ Smith Johem Collis & Johem Garrett ab ac̄cone ſua p̄d' v͞ſus eum habend̄ p̄cludend̄ ſupius allegavit quam ip̄e parat' eſt v͞ificare quam quidem mater' ijdem Will'us Smith Johes Collis & Johes Garrett non dedic' nec ad eam aliqualit' reſpond̄ ſed v͞ificac̄on' ill' admittere omnino recuſat pet' Judic͞m & q̄d p̄d Will'us Smith Johes Collis & Johes Garrett ab ac̄cone ſua p̄d' h̄end'

Continuance p̄cludantur &c. Et quia Juſtic' hic ſe adviſare volunt de & ſup̄ p̄miſſis priuſq͞m Judic͞m inde reddant dies dat' eſt partibus p̄d' hic uſq; a die Sc̄i Mic̄h̄is in tres Septimanas ad audiend̄ inde Judic͞m ſuu͞ Eo q̄d ijdem Juſtic' hic inde nondum &c.

EN le Argument de ceſt Caſe le Counſel del Plaintiff inſiſt ſur les Exceptions mention en le Demurrer.

1. Que le Defendant n'ad confeſs le Debt accordant al touts Preſidents en tiel Caſe.
2. Que le Defendant n'ad monſtre aſcun choſe per que poit appearer, que le Leſſee ad accept del Leaſe, come per entry, & devant Entry eſt nul Reverſion,. & per Conſequence le Fee-Simple deſcend al Defendant.
3. Que n'eſt monſtre que le Reverſion deſcend a luy.

Reſp. 1. Al primer fuit reſpond per le Counſel del Defendant, Que

tout ceo que n'eſt deny eſt confeſs, & n'eſt aſcun neceſſity que ſoit expreſment confeſs per un direct *bene & verum eſt*.

2. Al 2d. fuit reſpond, Que le Leſſee poit enter quand a luy pleiſt; & ſi ne fuit aſcun demiſe, le Plaintiff poit pleader ceo.

3. Al tierce il ſolement diſt, Que fuit aſſets bien.

Mes nota que eſt expreſment alledge, que il ne unques ad aſcun Terrs, *&c.* per diſcent de ſon Pere preter Revercon' predict', & donques en le concluſion de ſon Plea il demand Judgment *ſi ipſe de debito præd. preterquam in Reverſion', & reddit' prædict. onerari debeat*, queux ſon fort implicacons que fuit tiel demiſe & que le Leſſee ad enter, & que fuit tiel Debt due al Plaintiff. Mes adjournat', *& quid inde venit neſcio*, car ne fuit argue apres.

Bell v. *Bolton.*

Belvin. Mich. 3 Jac. 2. Regis. Rot. 731.

Wigorn' ſſ. Willielmus Bolton nuper de Eviſham in Com̄ p̄dc̄o Chandler Adminiſtr' bonor' & catallor' que fuer' Matthei Tolley qui obijt inteſtat' &c. nuꝑ dc̄i Matthew Tolley of the Pariſh of Bromeſgrove and County of Worceſter Wever ſum̄ fuit ad reſpondend' Will'o Bell Gen' uni Attorn' Cur' dc̄i Dn̄i Regis de Banco hic de plito q̄d reddat ei ſexaginta libras quas ei injuſte detinet &c. Et unde idem Will'us Bell in ꝓpria ꝑſona ſua dic' q̄d cum p̄d' Mattheus in vita ſua ſcilt primo die Maij anno regni Dn̄i Caroli ſecundi nuꝑ Regis Anglie &c. viceſimo ſexto apud Eviſham ꝑ quandam billam ſuam obligatoriam (quam idem Willielmus Bell ſigillo p̄d' Matthei ſignat' hic in Cur' ꝓfert cujus dat' eſt eiſd' die & anno) cognoviſſet ſe debere eidem Will'o Bell ꝑ nomen Will' Bell de Droitwych in dc̄o Com̄ Wigorn' Gen' ſum̄am triginta & trium libr' legalis Anglican' monet' ſolvend' ſuꝑ primū diem Novembris tunc ꝓx' enſuen' dat' ejuſdem bille ꝓ qua ſolucone cujus congruent' Anglice accordingly p̄fat' Mattheus obligaſſet ſe heredes executores & adminiſtratores ſuos & quemlibet eor' firmit' ꝑ eandem billam in penali ſumma ſexaginta librar' ſimilis legalis Anglican' monete ꝓut per eandem billam plenius apparet Et idem Will'us Bell in facto dic' q̄d predcus' Mattheus in vita ſua non ſolvit eidem Will'o Bell predcas' ſexaginta libras ſuper predcm̄ primum diem Novembris ꝓx' enſuen' dat'

Debt pur 60 l. *v.* le Adminiſtrator de Matt. Tolley.

Narr'. Sur Bill penal de 60 l. date 1 Maij 26 Car. 2. pur payment de 30 l. ſur le 1 jour de November proch' enſuant.

Averment que les dits 60 l. ne fueront paie, &c.

Et iſſint miſpriſe 60 l. pur 30 l.

dat̃ ejuſdem bille quas ei ad vel ſuper eundem diem ſolviſſe debuit ſecundm̃ formam & effcm̃ bille p̃dc̃e ꝑ q̃d acc̃o accrevit eidem Will'o Bell ad exigend' & habend' de p̃fat̃ Mattheo in vita ſua ac de p̃dc̃o Will'o Bolton poſt mortem p̃d Matthei p̃dcas' ſexaginta libras (cui quidem Will'o Bolton adminiſtrac̃o omnium bonoꝝ & catalloꝝ que fuer̃ p̃d Matthei tempore mortis ſue poſt mortem ipſius Matthei apud Eviſham p̃d debo modo commiſſa fuit) p̃d tamen Mattheus Tolley in vita ſua ac p̃d' Will'us Bolton poſt mortem p̃d' Matthei licet ſepius requiſit̃ p̃d' ſexaginta libras eidem Will'o Bell nondum reddider̃ ſed ill' ei reddere contradixer̃ ac p̃d' Will' Bolton ill' eidem Will'o Bell adhuc reddere contradic̃ ac injuſte detinet unde dic̃ q̃d deteriorat̃ eſt Et dampnm̃ habet ad valenciam decem libraꝝ Et inde ꝓduc̃ ſectam &c.

Barr. Que Judgment en B. fuit obtaine vers luy ſur Obligat' fait per l'Inteſt' de 40 l. al R. M. quel fuit unpaie al ſon mort.

Et p̃d Will'us Bolton ꝑ Edmundum Chambers Attorn̄ ſuũ ven̄ & defend̄ vim & injur̃ quando &c. Et dic̃ q̃d p̃d Willus Bell acc̃onem ſuam p̃d verſus p̃d Will'm Bolton habere non debet quia dic̃ q̃d p̃d Mattheus in vita ſua ſcilt decimo ſeptimo die Auguſti anno regni Dnĩ Caroli ſcdĩ nup Regis Anglie triceſimo apud Eviſham p̃d ꝑ quoddam ſcriptũ ſuũ obligatorium ſigillo ſuo ſigillat̃ gerens dat̃ eiſdem die & anno devenit tent̃ & obligat̃ cuidam Robto Miles in quadraginta libris ſolvend̄ eidem Robto cum inde poſtea requiſit̃ fuiſſet que quidem quadraginta libre tempore mortis p̃d Matthei (qui obijt ſexto die Decembris anno regni Dnĩ Regis nunc ſecundo apud Eviſham p̃d) fuer̃ ꝟum & juſtũ debm̃ ipſius Matthei ac p̃fat̃ Robto debit̃ & inſolut̃ fuer̃ Et poſt mortem p̃d Matthei (eiſd̄ quadraginta libris p̃fat̃ Roberto mid̃ ſolut̃ ſeu ſatisfact̃ exiſten) p̃dc̃us Robtus ꝓ citiori recupac̃one ejuſdem debi quadraginta libraꝝ p̃dcaꝝ termino Scẽ Trinitatis anno regni dcĩ Dnĩ Regis nunc tertio in Cur̃ dcĩ Dnĩ Regis nunc de Banco hic coram Edro Herbert Mil' & Socijs ſuis nunc Juſtic̃ dcĩ Dnĩ Regis nunc de Banco hic ſcilt apud Weſtm̃ in Com̃ Midd̄ implitavit ipm̃ Willm Bolton ut adminiſtratorem bonoꝝ & catalloꝝ p̃d Matthei p̃d ꝑ nomen Willi Boulton nuper de Eveſham in Com̃ Wigorn̄ Chandler adminiſtrator̃ bonoꝝ & catalloꝝ que fuer̃ Matthei Tolley nup dict̃ Matthew Tolley de Inckborough in Com̃ Wigorn̄ Yeoman de plito debi ſuper demand̄ p̃d quadraginta librarũ de & ſuper ſcripto obligatorio ill' Taliterq; in eadem Cur̃ hic ſupinde ꝓceſſum fuit q̃d idem Robtus iſto eodem termino in eadem Cur̃ hic coram eiſdem Juſtic̃ dcĩ Dnĩ Regis nunc de Banco hic ſcilt apud Weſtm̃ p̃dcm̃ ꝑ conſiderac̃onem ejuſdem Cur̃ hic recuperavit ꝟſus p̃d Will'm Bolton tam p̃dcm̃ debm̃ quadraginta librarũ quã quadra-

Que il fuit implead pur ceo Trin. 3 Jac. 2.

Judgment pur le 40 l.

quadraginta ſolidos qui p̄fat̄ Robto in eadem Cur̄ hic adjudicat̄ fuer̄ ꝑ dampnis ſuis que habuit occ̄one detenc̄onis debi illius de bonis & catallis que fuer̄ p̄d' Matthei tempore mortis ſue in manibus ipſius Willi Bolton exiſten' adminiſtrand̄ ſi tantum inde in manibus ſuis adminiſtrand̄ h̄uit & ſi non h̄uit tunc dampna p̄dc̄a de bonis & catallis ipſ̄ Willi Bolton ꝓpr̄ levand' unde convict̄ eſt ꝓut ꝑ record̄ & ꝓceſſum inde in eadem Cur̄ hic reſiden' plenius liquet Et idem Will'us Bolton ulterius dic̄ q̄d p̄d Mattheus in vita ſua ſcil't triceſimo primo die Auguſti anno Dn̄i milleſimo ſexcenteſimo octogeſimo apud Eviſham p̄dict̄ ꝓ juſto & vero debo ips Matthei ꝑ quandm̄ billam ſuam obligatoriam ſigillo ſuo ſigillat̄ cognovit ſe debere & ſtare indebitat̄ cuidam Will'o Vernon Gen' in ſumma quinquaginta & quinq; librarum legalis monete ſolvend̄ eidem Will'o Vernon executoribꝰ vel adminiſtratoribꝰ ſuis infra viginti dies tunc ꝓx' ſequen' & ꝓ ſoluc̄one inde p̄d Mattheus obligavit ſe heredes executores & adminiſtratores firmit̄ per eandem billam que quidem quinquaginta & quinq; libre non fuer̄ ſolut̄ p̄dc̄o Will'o Vernon infra p̄d' viginti dies ſecdm̄ formam & effecm̄ bille p̄dc̄e Et poſt mortem pred̄ Matthei eiſdem quinquaginta & quinq; libris mi'd ſolut̄ ſeu ſatisfact̄ exiſten' prefat̄ Will'o Vernon idem Will'us ꝓ citiori recuperac̄one ejuſdem debi quinquaginta & quinque librarum iſto eodem termino in eadem Cur̄ predict̄ Domini Regis nunc de Banco hic coram dic̄o Edr̄o Herbert & Sociis ſuis p̄dcis' nunc Juſtic' dc̄i Dn̄i Regis de Banco hic ſcil't apud Weſtm̄ p̄dcam̄ in Com̄ Midd̄ predict̄ implitavit ipm̄ Will'm Bolton ut adminiſtratorem bonorū & catallorū pred̄ Matthei pred' ꝑ nomen Willi Boulton nup de Eviſham in Com̄ Wigorn' Chandler Adminiſtratoris bonorū & catallorū que fuer̄ Matthei Tolley nuper dc̄i Matthew Tolley of the Pariſh of Inckburrough in the County of Worceſter Yeoman de pl'ito debi ſuper demand̄ pred' quinquaginta & quinq; librarū de & ſuper billa obligatoria illa Taliterq; in eadem Cur̄ hic ſuperinde ꝓceſſum fuit q̄d idem Will'us Vernon iſto eodem termino in eadem Cur̄ hic coram eiſdem Juſtic' dc̄i Dn̄i Regis nunc de Banco hic ſcil't apud Weſtm̄ predcam̄ per conſideracōnem ejuſdem Cur̄ hic recuperavit verſus predcm̄ Will'm Boulton tam predcm̄ debm̄ quinquaginta & quinque librarū quam quinquaginta ſolidos qui prefat' Will'o Vernon in eadem Cur̄ hic adjudicat' fuer̄ ꝓ dampnis ſuis que habuit occ̄one detenc̄onis debi illius de bonis & catallis que fuer̄ pred' Matthei tempore mortis ſue in manibus ipſ̄ Will'i Boulton exiſten' adminiſtrand' ſi tantum inde in manibus ſuis adminiſtrand̄ habuit & ſi non habuit tunc dam-

pna

Et 40s. pur Coſts.

Auter Judgment en B. ſur Bill Obligatory de 55 l. fait per l'Inteſtͣ al W. V.

Le Debt unſatisfie apres ſon mort.

Judgment pur le dit 55 l. & 50 s. pur Coſts.

Auter Judgment ſur Obligat' de 20 l. fait per l'Inteſt' al A. M.

Que fuit voier Debt & unpaie al ſon mort.

Judgment en B. pur le dit 20 l. & 40 s. pur Coſts.

Plene adminiſtravit, &c. preter biens al value de 10 l. &c.

pna predcã de bonis & catallis ipſius Will'i ꝓpr̃ levand unde convict' eſt ꝓut per record' & ꝓceſs' inde in eadem Cur̃ hic reſideñ plenius liquet Et idem Will'us Boulton ulterius dic' q̃d p̃d Mattheus in vita ſua ſcilt undecimo die Junij anno regni dc̃i Dñi Regis Caroli ſecundi nuper Regis Anglie triceſimo tertio apud Eviſham p̃d' ꝑ quoddam ſcriptũ obligatoriũ ſigillo ſuo ſigillat̃ gereñ dat̃ eiſdem die & anno devenit tent' & obligat̃ cuidm̃ Anne Major in viginti libris ſolvend eidem Anne cum inde poſtea requiſit̃ fuiſſet que quidem viginti libre tempore mortis pred Matthei fuer' verũ & juſtum debm ipſius Matthei ac p̃fat̃ Anne debit' & inſolut' fuer' Et poſt mortem p̃d Matthei (eiſdem viginti libris p̃fat̃ Anne miñ ſolut' ſeu ſatisfact' exiſten) p̃d Anna ꝓ citiori recuperacõne ejuſd debi viginti libr̃ p̃d iſto eodem terño Scẽ Trinitatis in dcã Cur' Dni Regis nunc de Banco hic coram Edr̃o Herbert Mil' & Socijs ſuis nunc Juſtic̃ dc̃i Dñi Regis de Banco hic ſcilt apud Weſtm̃ predict' in Com̃ Midd p̃d implitavit ipm̃ Willm Boulton ut adminiſtrator' bonoꝝ & catalloꝝ p̃d Matthei p̃d ꝑ nomen Willi Boulton nuper de Eviſham in Com̃ Wigorn Chandler adminiſtratoris bonoꝝ & catalloꝝ que fuer' Matthei Tolly de paroch de Inckberrow in Com̃ Wigorn Yeoman de plito debi ſup demand p̃dcaꝝ viginti libraꝝ de & ſuper ſcripto obligatorio illo Taliterq; in eadem Cur' hic ſup inde ꝓceſſum fuit q̃d eadem Anna iſto eodem Termino in eadem Cur' hic coram eiſdem Juſtic' dc̃i Dñi Regis nunc de Banco hic ſcil't apud Weſtm̃ p̃d per conſideracõnem ejuſdem Cur' hic recuperavit verſus p̃d Will'm Boulton tam p̃dcm̃ debm viginti libraꝝ quam quadraginta ſolidos qui p̃fat̃ Anne in eadem Cur' hic adjudicat̃ fuer' ꝑ dampnis ſuis que habuit occõne detencõnis debi illius de bonis & catallis que fuer̃ pred Matthei tempore mortis ſue in manibus ipſius Willi Boulton exiſteñ adminiſtrand ſi tantũ inde in manibus ſuis adminiſtrand habuit & ſi non habuit tunc dampna predcã de bonis & catallis ipſius Will'i Boulton ꝓpr̃ levand unde convict' eſt ꝓut per Record & ꝓceſſum inde in eadem Cur̃ hic reſideñ plenius liquet Et pred Will'us Boulton ulterius dic' quod ipe plene adminiſtravit omnia bona & catalla que fuer̃ pred Matthei tempore mortis ſue & nulla habet bona ſeu catalla que fuer̃ pred Matthei tempore mortis ſue in manibus ſuis adminiſtrand nec habuit die impetracõnis br̃is originalis p̃d' Will'i Bell nec unquam poſtea preterquam bona & catalla ad valenciam decem librarum que non ſufficiunt ad ſatisfaciend' prefat̃ Robto Will'o Vernon & Anne de ſeperalibꝫ debis & dampnis pred ſic ut prefertur recuperat' & que executõnibus ſeperal' Judicioꝝ predcõꝝ onerat' & obligat̃ exiſtunt Et hoc parat̃ eſt verificare unde pet̃ Judicm̃ ſi pꝛedcus Willielmus Bell accõnem ſuam pꝛedc̃am verſus eum habere debeat &c.

Replic. Confeſſion del dits Obligation & Bill. Mes dit que al temps del Judgments ne fuit due ſur en & tous ouſter 48 l. 10 s. viz. &c.

Et p̃d Will' Bell dic' qd ipſe ꝑ aliqua p̃allegat̃ ab accõne ſua p̃dca hend̃ p̃cludi non debet quia dic' qd bene & verum eſt qd p̃d Mattheus in vita ſua deven & fuit tent̃ & obligat̃ in & ꝑ p̃d ſepal' ſcript̃ & Bill' Obligator' in ꝑlito p̃d mencõnat' ꝓut ꝑ plitm ill' ſupius allegat̃ exiſt' Sed idem Will' Bell ulterius dic' q̃d tempoꝛe reddicon ſepal' Judicioꝝ p̃dcoꝝ v̾ſus p̃fat' Willm Bolton in foꝛma p̃dca recupat̃ non fuit vere & juſte debit' ſuꝑ om̃ia p̃d ſepal' Scripta & Bill' Obligatoꝛia p̃d' ultra vel ſupꝛa ſum̃am quadꝛaginta & octo libꝛaꝝ & decem ſolidoꝝ videl't pꝛed' Robto Miles ſuꝑ ſcriptm obligator' ſuu pꝛed' non ultra ſum̃am viginti & quinqꝫ libꝛaꝝ & pꝛefat̃ Will'o Vernon ſuꝑ Bill' Obligator' ſuam pꝛed' non ultra ſum̃am quindecim libꝛarum & decem ſolidoꝝ & pꝛed' Anne Majoꝛ ſuꝑ ſcriptu obligator' ſuu pꝛed' non ultra ſum̃am octo libꝛaru Et idem Will' Bell ulterius dic' q̃d ſum̃a quadꝛaginta & octo libꝛaru & decem ſolidoru eſt plus quam eſt vere & juſte debit' ꝓ omib⁹ debis & dampnis pꝛed' ſuꝑ pꝛed' trib⁹ Judicijs v̾ſus pꝛefat' Willm Bolton in foꝛma pꝛedc̃a recupat̃ debit̃ & ſolubil' & in plen contentacon & ſatisfaccon inde acceptari vellet videlt apud Eviſham pꝛed' qdqꝫ pꝛed' Will' Bolton die impetracon Bꝛis Oꝛiginalis ipſius Will Bell ſcilt viceſimo tertio die Marcij anno regni dci Dni Regis nunc tertio necnon tempoꝛe reddicon' ſepal' Judicioꝛum pꝛed' v̾ſus eundem Willm Bolton in foꝛma pꝛed' recuperat̃ & habit̃ div̾ſa bona & catalla que fuer' pꝛed' Matthei tempoꝛe moꝛtis ſue in manib⁹ ipſius Will Bolton adminiſtrand' ad valenciam debi pꝛed' ipſius Will Bell & unde eidem Willo Bell de debo ſuo pꝛed' ſatisfeciſſe potuit p̃ter & ultra bona & catalla que fuer' ipſius Matthei tempoꝛe moꝛtis ſue in manib⁹ ipſius Will Bolton ſitit' adminiſtrand' ſufficien' ad ſatisfaciend' pꝛed' quadꝛaginta & octo libꝛas & decem ſolidos ſuper tria ſeperalia Judicia pꝛedca in foꝛma pꝛedca recuperat̃ videlt apud Eviſham pꝛed' Et hoc parat̃ eſt v̾ificare unde pet̃ Judicm & debm ſuu pꝛed' unacum dampnis ſuis occõne detencõnis debiti illius ſibi adjudicari &c. Demurrer, & Joinder en murrer.

Quel voiloit eſtre accept en ſatisfaction d'eux.

Et que le Def. avoit Aſſets al ſatisfier le Pl. ouſter les dits 48 l. 10 s.

LE Opinion de tout le Court fuit, que ceſt Replication fuit male, pur ceo, que eſt nul choſe alledge en le Replication, ſur que le Defendant fuit compellable a prendre un Iſſue. Car le allegat' que 48 *l.* 10 *s.* *acceptare vellet* en plein ſatisfaction des Judgments, n'eſt aperluy iſſuable, car ceo eſt choſe ſecret, & peradventure ne fuit conus al Defendant, & eſt forſq; Evidence de fraud, & a prendre Iſſue que il ad Aſſets ſufficient a ſatisfier les dits 48 *l.* 10 *s.* & auxi le Debt de Plaintiff il ne fuit compellable, pur ceo, que per ceo il ſerroit admit, que tant voiloit eſtre accept en ſatisfaction des Judgments, que eſt unreaſonable; Mes per le Court le vray voye a pleder en ceo Caſe ad eſtre come en *Thompſon* & *Hunt*'s Caſe, 3 *Levinz* 368. lou en autiel Caſe come icy, le Plaintiff replie que les Creditors voudront accept de meinder Sum̃s que lour voire Debts fueront, & offer iſſint de accepter eux, & que le Defendant ne voiloit eux payer, mes kept les Judgments afoot de fraud & covin a deceiver Creditors. *Vide* auxi pur ceo 3 *Levinz* 311. *Knighton* v. *Morton.* Lou en autiel Caſe eſt alledge, que le Defendant ad Aſſets ſufficient a ſatisfier les Judgments, & le Plaintiff, & nemy les meinder Sum̃s ſolement, que come eſt la dit eſt le material part de Plea. *Vid.* Co. 8. 32. *b.*

Mes donc un Exception fuit priſe al Barr, *viz.* Que ne fuit alledge en ceo que les Judgments ne fueront ſatisfie; Et le greinder Opinion de le Court fuit, que ceo fuit bone Exception. Mes *quære* de ceo, car ſicome un Judgment ſerra intend d'eſtre ewe pur un voyer debt, iſſint poet eſtre reaſonable de intender, que ceo iſſint continue d'eſtre voyer debt tanque le contrary ſoit monſtre d'auter part; & auxi ſont aſcuns Preſidents, en queux n'eſt aſcun Averment a tiel purpoſe, *viz. Winch* 266. *Lib. Placitandi* 149. *Formul' bene Placitandi* 210. &c. *Browne part* 2. 89 & 92. *Vid Hardres* 75. l'Attorney-General v. *Buckeridge*; Et *nota* per tout le Caſe.

Mes donc un Exception fuit priſe al Declaration, *viz.* que eſt diſt per ceo, Que le Def. *non ſolvit præd'* 60 l. *ſuper præd' primum diem* Novembris, *quas ei ſuper eundem diem ſolviſſe debuit*, &c. lou duiſſoit aver eſtre alledge que les dits 30 *l.* ne fueront pay, car ſans ceo le greinder Sum en le Bill penal ne devient due, & ceſt greinder Sum eſt demand per le Action. Mes *quære* ſi la parol (*Sexagint'*) come ceo Caſe eſt ne ſerra priſe d'eſtre void, & ſicome n'ad eſtre alledge, pur ceo que la eſt nul tiel Sum de 60 *l.* per le Bill d'eſtre pay ſur le dit primer jour de *November*, & donque il voile eſtre tout un come, s'il ad eſtre diſt, que le Def.

non ſolvit præd' libras quas ſolviſſe debuit ſuper præd' primum diem Novembris. Et pur ceo *vide Blackford* & *Atkins* Caſe, *Hob.* 116. 3 *Cro.* 697. *Bold* & *Skerrys* Caſe, *Palmer* 74. *Halſey* & *Boynton's* Caſe, *Dyer* 304. *b. Pl.* 57. *Savile* 71.

Quære auxi, ſi le Pl. avera Judgment en ceo Caſe, admittant ſon Declaration d'eſtre bone, per reaſon de ſon male Replication. Et pur ceo *vide* le Caſe de *Butterfield* & *Marſhal* en ceo Livre. *Curia adviſare vult* en le principal Caſe.

Slaughter v. *Pierpoint.*

Winford.

Trin. 4 Jac. 2. Regis.

London' ſſ. Dña Gracia Pierpoint nuꝑ de London Spinſter Adminiſtratrix bonoꝝ & catalloꝝ que fuer' Henrici nuꝑ Dni Marchionis de Dorcheſter defunct' tempore mortis ſue cum Teſtamento ejuſdem nuꝑ Marchionis annex' ſum fuit ad reſpondend' Georgio Slaughter Ar' de plito qđ reddat ei centū & quinquaginta libras quas ei injuſte detinet &c. Et unde idem Georgius ꝑ Thomam Manlove Attorñ ſuū dic' qđ cum p̃d' Marchio in vita ſua ſcil't decimo octavo die Decembr' anno Dni mill'imo ſexcenteſimo & ſexageſimo octavo apud London in ꝑoch bte Marie de Arcub; in Warda de Cheape ꝑ quandm billam ſuam obligatoriam (quam idem Georgius ſigillo ipſius Marchionis ſignat' hic in Cur' ꝓfert cujus dat' eſt eiſdem die &(anno) cogn') ſe indebitat' fore cuidm magiſtro Johi Staly de Covent-Garden Aurifabro in ſuma centū & quinquaginta librar' ſolvend' eidem Johi cum inde requiſit' eſſet Cumque etiam p̃d' Johes Staley poſtea ſcil't viceſimo primo die Novembr' anno regni Dñi Caroli ſecundi nuꝑ Regis Anglie &c. triceſimo apud London p̃d' in paroch & warda p̃d' Ac per diverſos annos tunc ult' elapſ' fuit Aurifaber Et per totum idem temp' uſus fuit exercuit & occupavit artem ſive myſterium merchandizandi & victū & facultatem ſuam vivendi per viam emendi vendendi & barganizandi ꝑquiſivit & adept' fuit p̃d' q Johes Staly infra ſpaciū illud apud London pred' in parochia & warda pred' vere & juſte indebitat' fuit quibuſdm Johi Piggott (exiſten' Subdit' nat' hujus Regni Anglie) in ducent' libr' legalis monete Anglie & Marthe Clayton in ſexcentis libris conſilis legalis monete Anglie predcoꝝ Johe Staly ſic indebitat' exiſten' ac

Debt pur 150 l. v. le Def. Adminiſtratrix de biens de Marquis de Dorcheſter.

Narr.

Recital que Staly 21 Novemb' 30 Car. 2. &c. fuit un Trader, &c.

Et que il fuit endebt, &c. en 600 l.

Que il iſſint eſteant endebt, &c.

artem ſive myſterium pred' ſic ut prefertur uten' exercen' & occupan' necnon pred' centum & quinquaginta libr' eidem Johi Staly ꝓ pred' Marchionem in vita ſua ſic ut prefertur debit' mīd ſolut' ſeu ſatisfact' exiſteñ ipſe idem Johes Staly poſtea ſcil't eodem viceſimo primo die Novembr' anno ult' ſupradict' apud London) pred' in paroch & warda pred' eiſdem Johi Piggott & Marthe Clayton de veris & juſtis debis ſuis pred' mīd ſolut' ſeu ſatisfact' exiſteñ) incepit cuſtodire domū ſuam Anglice to keep his Houſe ibm exiſteñ ea intenc̄one ad pred' Johem Piggott & Martham Clayton & al' creditoꝝ ipſius Johis Staley pred' de veris & juſtis debis ſuis pred' eis a prefat' Johe Staly ſic ut prefertur debit' defraudand' & decipiend' Ac ſuperinde idem Johes Staly eodem viceſimo primo die Novembr' anno ult' ſupradict' apud London pred' in paroch & warda pred' manifeſte deveñ Decoctor Anglice a Bankrupt infra ſenſum & veram intenc̄onem divſoꝝ Statutoꝝ contra Decoctores inde nup edit' & ꝓvis (pred' Johe Staly tunc exiſteñ ſubdit' nat' hujus Regni Anglie videlt apud London pred' in paroch & warda pred') Cumq; etiam poſtea ſcilt viceſimo die Februarij anno regni Dñi Caroli ſecundi nup Regis Anglie &c. triceſimo primo apud Weſtm̄ in Com̄ Midd' ad petic̄on' prefat' Johis Piggott ex parte ſua & al' creditoꝝ prefat' Johis Staly prehonorabili Heneagio Dño Finch Baroñ de Daventry tunc Dño Cancellar' Angl' adtunc & ibm in ſcript' fact' & exhibit' ꝓ remedijs ſuis vſus prefat' Johem Staly tunc exiſteñ Decoctorem in ea parte hend' quedam Commiſſio dc̄i Dnī Caroli ſecundi nup Regis Angl' &c. ſup Statut' contra Decoctores edit' & ꝓvis ſub magno ſigillo Angl' ſigillat' (& hic in Cur' ꝓlat' gereñ dat' apud Weſtm̄ pred' predc̄o viceſimo die Februarij anno ult' ſupradict') quibuſdam Thome Dyoſe Thome Gooding & Samuel' Dodd Ar' Jacobo Nelthorpe Robto Wilkinſon Mattheo Pettley & Johi Greene Geñ direct' extra Cur' Cancellar' (eadem Cur' Cancellar' apud Weſtm̄ pred' in Com̄ Midd' pred' exiſteñ) emanavit per quam quidem Commiſſioñ dc̄us nuper Dñus Rex nominavit aſſignavit appoſuit conſtituit & ordinavit pred' Thomam Dyoſe Thomam Gooding Samuel' Dodd Jacob Nelthorpe Robtū Wilkinſon Mattheum Pettley & Johannem Greene ſpecial' Com̄iſſar' ejuſdem Dnī nuper Regis ac per eandem Commiſſioñ dedit plenam Poteſtat' & Authoritat' pred' Commiſſionar' ſex quinq; vel quatuor eorum quorum p̄d' Thomam Dyoſe Thomam Gooding vel Samuel' Dodd uñ eſſe voluit ad exequend' eandem Commiſſioñ juxta ſeperal' Statut' de Decoctoribꝰ in humōi caſu edit' & ꝓvis & in dc̄a Commiſſione menc̄onat' ꝓut per eandem Commiſſioñ (inter alia) plenius liquet & apparet

Cumq;

1 Nov. ult' commenſe a conſerver ſon meaſon.

Al intent a defrauder ſes Creditors.

Et per ceo il deveigne un Bankrupt meſme le jour.

Il donc eſteant ſubject nee, &c.

Un Commiſſion, &c. iſſue.

Direct al T. Dyoſe, &c.

Le Authority done al eux per ceſt Commiſſion

Cumqꝫ etiam poſtea ſcilt decimo die Decembr̃ anno regni Dni Jacobi ſecundi nunc Regis Angl' &c. primo apud Weſtm' pred' in Com' pred' ad peticon' quorundam Will'i Stamper Edw Peckham & Will'i Colegrave creditor̃ pred' Johis Staly prehonorabili Georgio Dño Jeffryes Baroñ de Wem tunc & adhuc Dño Cancellar̃ Angl' adtunc & ibm in ſcript' fact' & exhibit' pro renovacon' Anglice the renewing pred̃ Commiſſion & pro remediis ſuis Vſus p̃fat̃ Johannem Staly oſten ꝑ eandem peticõnem p̃fat̃ Dño Cancellar̃ ult̃ nominat̃ quod ꝑ mortem Anglice the Demiſe ejuſdem Dni Caroli ſecundi nuꝑ Regis Anglie &c. poteſtas & authoritas dicor̃ Comiſſionar̃ in eadem Commiſſione nominat̃ ceſſat̃ & extinct̃ fuit Idcirco quedam al' Comiſſio dci Dni Jacobi ſecundi nunc Regis Angl' &c. ſuꝑ Statut̃ pred̃ contra Decoctores edit̃ & ꝓviſ̃ ſub magno Sigillo Anglie ſigillat' (& hic in Cur' ꝓlat̃ geren dat̃ apud Weſtm p̃d eodem decimo die Decembr' anno primo ult' ſupradict') p̃dcꝫ Thome Dyoſe Thome Gooding Samuel' Dodd Jacobo Nelthorpe Roberto Wilkinſon Mattheo Pettley & Johi Greene direct̃ extra Cur' Cancellar' p̃d (eadem Cur' Cancellar' apud Weſtm p̃d in Com Midd p̃d tunc exiſten) emanavit per quam quidem al' Comiſſion ult' mencõnat̃ dcus̃ Dnus̃ Rex nunc adtunc & ibm nominavit aſſignavit appoſuit conſtituit & ordinavit eoſdem Thomam Dyoſe Thomam Gooding Samuel' Dodd Jacobu Nelthorpe Robtum Wilkinſon Matthew Pettley & Johem Greene ſpecial' Comiſſionar' ipſius Dni Regis nunc ac ꝑ eandem al' Comiſſion ult' mencõnat̃ dedit plenam poteſtat̃ & authoritat' dict̃ Comiſſionar' ſex quinqꝫ vel quatuor eor̃ quor̃ p̃d Thomam Dyoſe Thomam Gooding vel Samuel' Dodd un eſſe voluit ad ꝓceden juxta Statut̃ p̃d de decoctor' in humod caſu edit̃ & ꝓviſ̃ & in dca Comiſſione ult' ſpiat̃ mencõnat̃ ſive eor̃ aliquem non ſolũ de & concernen dcm decoctor' corpus ejus terras teñta libera & cuſtumar' bona deba ſua & al' res quaſcunqꝫ verum etiam concernen omnes al' ꝑſon que ꝑ concelament̃ clam ſeu alit̃ offendiſſent vel offenderent Angl' did or ſhould offend tangen p̃miſſorum vel aliquam partem inde contra verum ſenſum & intencõnem Statutorum p̃d ſeu eorum alicujus ad faciend & exequend ea omnes & ſingulas rem & res quaſcunqꝫ tam ꝓ & erga ſatiſfaccõn & ſolucõn dict̃ creditorum quam erga & ꝓ omnibꝰ aliis intencõnibꝰ & ꝓpoſitis quibꝰcunqꝫ ſecdm ordinacon & ꝓviſion eorundem Statutorum Ac idem Dñus Rex nunc ꝑ eandem commiſſion ult' mencõnat̃ volen in mandat̃ dedit dictis Comiſſionar' ſex quinque vel quatuor eorum quorum p̃d Thomam Dyoſe Thomam Gooding vel Samuel' Dodd un eſſe voluit ad ꝓcedend ad plenam & final' execucon & complement̃

Que 10 Dec' 1 Jac. 2. le Commiſſion fuit renew ſur le demiſe del Roy Car. 2. per que le vueille Commiſſion fuit determine.

4 Des Commiſſioners 2 Novemb. 2 Jac. 2. per Indent' aſſigne, &c. le dit Debt al Pl. inter al'.

ment̃ dictarum com̃iſſion̄ ſecdm̄ Statut̃ p̄d cum omni diligentia & effectu ꝓut ſpecial' fiduc' ejuſdem Dni Regis nunc fuit in eis repoſit̃ ꝓut ꝑ eandem com̃iſſion ult̃ mencõnat̃ (inter alia) plenius liquet & apparet Virtute cujus quidem Com̃iſſion̄ ult̃ mencõnat̃ ac vigore Statutorum in eadem ſpĩat̃ p̄d' Thomas Gooding Thomas Dioſe Samuel Dodd & Robtus Wilkinſon quatuor p̄d Com̃iſſionar' ſuperius nominat̃ in com̃iſſione p̄d ult̃ mencõnat̃ ꝓ meliori remedio omnium creditorum p̄dci Johis Staly poſt maturam deliberacõnem ſupinde capt̃ poſtea ſcilt ſecundo die Novembr' anno regni dci Dni Regis nunc ſecundo apud London p̄d' in paroch̃ & warda p̄d' ꝑ quandam Indentur' ſuam aſſignacõnis fact̃ inter ipſ̃ Thomam Gooding Thomam Dyoſe Samuel' Dodd & Robtum Wilkinſon ꝑ nomina Thome Gooding Thome Dyoſe & Samuel' Dodd Ar' & Robti Wilkinſon Gen ex una parte & p̄d' Georgium Slaughter de London Ar̃ ex altera parte (cujus quidem Indentur̃ un̄ partem ſigillis ipſorum Thome Gooding Thome Dyoſe Samuel' Dodd & Robti Wilkinſon ſigillat̃ eidem Georgius hic in Cur̃ ꝓfert cujus dat̃ eſt eiſdem die & anno ult̃ mencõnat̃) in conſideracõne convencon̄ in eadem Indentura ex parte & vice ipſ̃ Georgij convent̃ ꝑformand̄ ordinaver̃ aſſignaver̃ & poſuer̃ Anglice ſet over Et ꝑ eandem Indenturam quant̃ in ipſ̃ dict̃ Com̃iſſionar̃ partibus eidem Indentur̃ fuit & illi licite potuer̃ ordinaver' aſſignaver̃ & poſuer̃ Anglice have ſet over dc̃o Georgio Slaughter executor̃ adminiſtrator̃ & aſſign̄ ſuis (inter alia) billam obligator̃ p̄d & pred' centum & quinquagint̃ libr̃ per prefat̃ Marchion̄ in vita ſua pred' Johi Staly ſic ut prefertur debit̃ & inſolut̃ exiſten' ꝑ nomen omnium & ſingulorum debor̄ ſumme & ſummarum pecunie ſic mencõnat̃ & inſcript̃ Anglice ſet down & expreſs' in Schedula indentat̃ eidem Indentur̃ annex' & quemlibet eorum Habend̄ & tenend̄ pred̄ ſeperal' & reſpectiva deba ſummam & ſummas pecunie in dca Schedula annex' mencõnat̃ & expreſs' eidem Georgio executoribus adminiſtratoribus & aſſign̄ ſuis imppetuum In fiducia tamen ad & ꝓ uſu & opere in eadem Indentura poſtea mencõnat̃ videlt in fiducia ad & ꝓ uſu beneficio opere & advantag' omnium creditorum pred' Johis Staly qui tunc queſiviſſent ſeu poſtea tempeſtive Anglice in due time venirent Anglice ſhould come in & quererent relevium virtute dcarum commiſſion' & contribuerent erga onera earundem commiſſion̄ ſecdm̄ direccon̄ & limitacon̄ ſeperal' Statutorum pred̄ ꝓut per eandem Indentur' aſſignacõnis & Schedul' p̄d (inter alia) plenius liquet & apparet Et idem Georgius in fcõ dic̃ q̄d pred̄ centum & quinquaginta libr̃ eidem Johi Staly ſic ut prefertur ꝑ prefat̃ Marchion̄ in vita ſua debit̃ p̄dc̃o tempore confeccõn̄ Indentur' aſſignacon̄ p̄d

Averment que le dit debt eſt uncore unpay.

p̄d' fuer' & adhuc exiſtunt inſolut' q̄dq; pred' ſumma centum & quinquagint' libr' p pred' Georgiu' verſus prefat' Dnam' Graciam Pierpoint modo exact' p̄dc̄o tempore confeccōn Indentur' aſſignacōn p̄d fuit particularit' mencōnat' & ſpecificat' in dc̄a Schedula eidem Indentur' annex' & (inter alia) eidem Georgio Slaughter p Indenturam p̄d in forma p̄d aſſignat' q̄dq; pred' ſumma centu' & quinquaginta libr' p p̄fat' Georgium ſupius mencōnat' p prefat' Marchion' in vita ſua p̄d Johi' Staly ſic ut prefertur fore deven' & modo per prefat' Dnam' Graciam Pierpoint ut adminiſtratric' ejuſdem Marchion' ſic ut p̄fertur detent' & pred' ſumma centu' & quinquagint' libr' p comiſſionar' pred' eidem Georgio in forma pred' aſſignat' eſt una & eadem denar' ſumma & non al' neq; diverſa Et eſt ad uſum omniu' creditoru' predc' Johis Staly p quam quidem Indentur' aſſignacōn' ac vigore Statutorum pred' accōo accrevit eidem Georgio ad exigend' & habend' de prefat' Dna' Gracia Pierpoint poſt mortem ipſius Marchion' pred' debm & ſumma centum & quinquagint' libr' pred' tamen Dna' Gracia Pierpoint poſt mortem ipſ̄ Marchion' (cui quidem Dne Gracie Pierpoint adminiſtracōo bonorum & catallorum que fuer' prefat' Marchion' tempore mortis ſue apud London' pred' in paroch & warda pred' poſt mortem ipſ̄ Marchion' comiſſa fuit) licet ſepius requiſit' pred' centum & quinquaginta libr' p̄fat' Georgio non reddidit ſet ill' ei reddere contradixit ac p̄d' Dna' Gracia Pierpoint ei adhuc reddere contradic' ac injuſte detinet unde dic' q̄d deteriorat' eſt & dampnū habet ad valenciam treſcent' libr' Et inde pduc' ſectam &c. Et p̄fert hic in Cur' ſcript' pred' quod debm pred' in forma pred' teſtatur cujus dat' eſt die & anno ſupradict' &c. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront priſe al cet Declaration.

1. Que ne appiert per ceo, que les Commiſſioners uſſent faits aſcun choſe en purſuance de leur Commiſſion, devant l'Aſſignment per eux fait al Plaintiff: Et que ils n'ont adjudge *Staley* d'eſtre un Bankrupt, *ſed non allocat'*; car ſerra preſume que ils ont procede regularment tanque le contrary ſoit monſtre d'auter part. Et quant al cet part de l'Exception, que ils n'ont adjudge luy d'eſtre un Bankrupt, ceo n'eſt de neceſſity d'alledger ceo; car ſi il ad eſtre alledge ceo ne fuit traverſable. Mes eſt averre en fact que il deveigne Bankrupt tiel jour, *&c.* & ceo eſt ſolement traverſable per le Defendant.

2. Except' fuit, Que ne appiert que le Bankrupt al temps de le ſecond Commiſſion fuit indebt en 100 *l.* *Sed non allocat'*; car per nul Statute de Bankrupcy ceo eſt require. Mes ceo que done countenance al cet Objection eſt le Stat. de 21 *Jac.* 1. per que eſt enact, *Que ſi aſcun Perſon eſteant indebt* 100 l. *ou pluis ne payera ceo ou ferra compoſic' pur ceo deins* 6 *Mois apres le Debt deveigner due;* &c. *ſerra adjudge un Bankrupt.* Iſſint que ceo eſt meerement un auter deſcript' d'un Bankrupt que ceux que ſont mention en les former Statutes. Et jeo ſcay que cet Exception ſur cet reaſon fuit over-rule per le Chief Juſtice *Treby*, ſur un Trial d'un Cauſe devant luy al *Guildhall* al le Sitting apres *Mich.* Term 1698. en un Cauſe inter *Smith* & Sir *Richard Blackham*, en que jeo fui Accounſel ove le Plaintiff.

3. Exception fuit, Que n'eſt alledge en le Declaration, que les former Creditors ne fueront ſatisfie devant le darr' Commiſſion. Et poiet eſtre reaſonablement preſume que ils fueront ſatisfie, car ſept ans fueront enter le primer & le ſecond Commiſſion: *Sed non allocat'*, car ne ſerra iſſint intend, & ſils fueront ſatisfie, doiet vener eins d'auter part; & auxi il appiert que le debt due al Plaintiff fuit ſur Obligation fait longe temps devant le primer Commiſſion, & n'eſt de neceſſity que ſerront divers Creditors, ou que le Petition d'aver un Commiſſion ſerroit per aſcun Creditor, & iſſint fuit rule al le Trial avantdit, car les parols del Stat. 13 *El. cap.* 7. ſont, *Que le Snr' Chancellor*, &c. *ſur cheſcun Complaint fait a luy en eſcript encounter un Bankrupt*, &c. Mes nul Act require que tiel Complaint ſerra fait per aſcun Creditor.

4 Except', & ſur que fuit fortment inſiſt per le Counſel del Defendant fuit, Que ne fuit alledge, que notice fuit done al Defendant que le Debt en queſtion fuit aſſigne al Plaintiff per les Commiſſioners, que duiſſoit aver eſtre fait, pur ceo que ſil ad notice que il fuit a payer l'Argent al Plaintiff, il puiſſoit venir eins & confeſs l'Action. & per ceo il ad ſave Coſts, & auxi ad prevent aſcun Amercement ſur luy; & pur ceo le Caſe de *Henneſſy* 2 *Cro.* 432. & le Caſe de *Saunders* & *Lawrence*, *Allen*'s *Rep.* 24. fueront cite, & ſur ceo *Curia adviſare vult*; & apres conſiderat' ewe de ceo, le Court reſolve que notice ne fuit neceſſary: Et un maine Reaſon que enduce le Court d'eſtre de cet Opinion fuit un Clauſe en le Act de 1 *Jac.* 1. *cap.* 15. *par.* 13. per que eſt enact, *Que le Aſſignment de les Commiſſioners veſtra le Property droit & Intereſt des debts aſſigne en le Perſon del Aſſignee, tam pleinment al tours Intents & Purpoſes come ſi les Bonds*, &c. *ount eſtre faits al Perſon del Aſſignee.* Apres ſeveral Arguments le Plaintiff ad Judgment per le Opinion de tout le

Court. *Holt* Serjeant le Roy fuit Accounſel ove le Plaintiff, *Pemberton* & *Levinz* ove le Defendant.

Nota, Que eſt nul Number-Roll de ceo Caſe en le Liver de Prothonotary *Cooke*: Mes appiert per cet Liver, Que Judgment fuit done en ceo pur le Plaintiff, *Mich.* 4 *Jac.* 2.

Darby v. *Piltarſe*.

En Briefe d'Error ſur Judgment done pur *Piltarſe* Pl. en *B. R.*

Placita coram Domino Rege apud Weſtm̃ ſcil' Termino Sancti Michaelis Anno regni Jacobi ſecundi nunc Regis Angliæ, &c. primo. Rot. 423.

London' ſſ. Memorandum quod die Veneris ꝓx' poſt tres Septimanas Scī Michaelis iſto eodem Termino coram Dño Rege apud Weſtm̄ ven̄ Erick Piltarſe per Johem Normanſell Attorn' ſuū Et ꝓtulit hic in Cur̃ dcī Dnī Regis quandm̄ billam ſuam v̄ſus Paulum Darby in cuſtod̄ Marr' &c. de plito debi Et ſunt pleg' de ꝓſequend̄ ſcilt Johes Doe & Ricus̄ Roe que quidm̄ billa ſequitur in hec v̄ba ſcil't London' ſſ. Erick Piltarſe queritur de Paulo Darby in cuſtod̄ Marr̄ Mareſc Dnī Regis coram ipſo Rege exiſten' de plito quod reddat ei centum libr̄ legalis monet̄ Anglie quas ei debet & injuſte detinet ꝓ eo videlt q̄d cum pred' Paulus per quoddm̄ ſcriptum ſuum apud London' viz. in paroch bte Marie de Arcubus in warda de Cheape viceſimo ſexto die Octobr̄ anno regni Dnī Caroli ſecundi nuper Regis Anglie &c. triceſimo quinto fact̄ ſigillo ipſius Pauli ſigillat̄ (Curq; dcī Dnī Regis nunc hic oſtens̄ cujus dat' eſt eiſdem die & anno) recitando q̄d cum p̄d Erick Piltarſe tranſivit Anglice went over & ꝓ ſeperalibus annis tunc ult' p̄teriȷt tranſegit Anglice tranſacted & expedivit Anglice managed div̄ſas res Anglice Affairs & negotia Anglice Concerns p̄fat̄ Pauli Darby in com̄ercio apud Cadiz Tangier & in div̄ſis partibus Barbarie & exiſten' tunc retornat̄ dedit & perfecit Anglice adjuſted cum prefat̄ Paulo Darby compos̄ (adtunc dependen') tal' tranſaction ſuaꝝ ultra Maria & aſſignavit & tranſtulit eaſdem cum al' bon' Anglice Effects & merchandiz' ipſius ejuſdem Erick Piltarſe ſtatus ꝓpt̃ & recuperand̄ acquirend̄ & recipiend̄ ꝓ ſolo computo benefic & advantag' p̄fat̄ Pauli

Narr' ſur Obligat' fait 26 Octob. 35 Car. 2.

Per que eſt recite que le Pl. ad pur divers anns tranſact & diſpatch divers beſoigns del Def. &c.

En Cons' de que le Def. covenant al paier al Pl. & ſa Feme 100 l. per an' quarterly pur 7 ans ſi aſcun d'eux cy longe vivera.

Le premier Payment eſtre 25 Martij prox'.

Averment que 29 Dec' darrein paſſe le Pl. & ſa Feme fuer en vie & que 100 l. pur 4 quarterial Payments fuit donque arreare.

Darby Jō p̄fat Paulus Darby in cons̄ pꝛemiſs' necnon ꝑ & in cons̄ ſervic' fact & reddit Anglice rendred pꝛefat Paulo ꝑ pꝛefat Erick in rebus Anglice Affairs ipſius Pauli com̄ercij p̄d & commiſſion' eidem Erick debit ꝓ eiſdm̄ convenit & obligavit ſeipm̄ executoꝛes & adminiſtratoꝛes ſuos ꝑ ſcriptū pꝛed' pꝛefat Erick Piltarſe executor' & adminiſtrator' ſuis ad ſolvend̄ aut ſolvi cauſand̄ p̄fat Erick Piltarſe & Elizabethe tunc uxoꝛi ſue aut un' eoꝝ ſuis aut un' eoꝝ aſſign' duran' tempoꝛe & ſpacio ſeptem annoꝝ̄ incipiend̄ a Feſto Natalis Dn̄i nr̄i Anglice vocat Chriſtmas ꝓx' ſequen' dat ejuſdem ſcripti (ſi ip̄i pꝛefat Erick Piltarſe & Elizabethā ux' ejus aut alter eoꝝ̄ tam diu viverent) ſummam cent librarum bone & legalis monet Anglie ꝑ annū ſolubil' quarterialit Anglice quarterly per equas & equales poꝛcon' & pꝛimū quarterial' ſolucon' (exiſten' vigint & quinq; libr) fieri ſuper viceſimum quintum diem Martij ꝓx' ſine fraude aut ulterior' dilac̄one & ad finem q̄d ſpontanea voluntas Anglice Voluntarineſs ꝓmptitudo Anglice Frankneſs & ſinceritas p̄fat Pauli Darby melius appareret ip̄e p̄fat Paulus per ſcriptum p̄d renunciavit & diſclamavit omnes vias & modos quoſcunq; in lege & in equitate qui poſſunt aut potuerunt per ipm̄ Paulū executoꝛes vel adminiſtratoꝛes ſuos conari Anglice attempted vel uti Anglice made uſe of ad liberand̄ ipm̄ eundm̄ Paulum executor' vel adminiſtratoꝛes ſuos a ſoluc̄one annuitat pꝛed̄ put per idem ſcriptum plenius liquet & apparet Ac idem Erick in facto dic' quod ſuper viceſimum quintum diem Septembꝛis nunc ult pꝛeterito idem Erick & Elizabetha ux' ejus in plena vita fuer & adhuc ſuperſtites exiſtunt ſcilt apud London' pꝛed' in paroch & warda pꝛed̄ quod ꝫ ſuper eundm̄ viceſimum quintum diem Septembꝛis ſupꝛamenc̄onat centū libr' legalis monet ꝓ quatuoꝛ quarterialibus ſolucon' quarterial' ſolucon' in eodem ſcripto menc̄onat retro fuer & adhuc inſolut exiſtunt ꝑ quod acc̄o accrevit eidem Erick ad exigend̄ & habend̄ de pꝛefat Paulo p̄d cent libr p̄d tamen Paulus licet ſepius requiſit &c. p̄d cent libr eidem Erick ſeu ux' ſue p̄d nondum ſolvit ſed ill' eid̄ Erick ſolvere omnino contradixit & adhuc contradic' ad dampnum ipſius Erick vigint librarū Et inde ꝓduc' ſectam &c. Et pꝛed̄ Paulus per Johem Gꝛeene Attoꝛn' ſuū ven' & defend̄ vim & injut quando &c. & p̄d Erick Piltarſe pet quod p̄d Paulus ad narr ſuam pꝛed' reſpond' Et dictū eſt per Cur Dn̄i Regis hic pꝛefat Attoꝛn' p̄d Pauli q̄d ipſe ꝓ eodem Paulo Magiſtro ſuo p̄fat Erick in loquela pꝛed̄ reſpond̄ Et ſuper hoc idem Attoꝛn̄ p̄d Pauli dic' q̄d ip̄e non eſt infoꝛmat ꝑ eundem Paulum Magiſtum ſuū de aliquo inde reſpons̄ ꝓ pꝛefat Paulo eidem Erick in loquela p̄d dand̄ nec aliquod aliud inde dic' in barram ſive ꝑclucon' acc̄onis c̄onis p̄d Erick p̄d ꝑ quod idem Erick remañ v̄s eundem Paul' inde indefens̄ &c. Jō cons̄ eſt qđ p̄d Erick recupet v̄ſus p̄fat Paulum debm ſuũ p̄d necnon quadraginť & ſex ſolid̄ ꝓ dampnis ſuis que ſuſtiñ tam accōne detencon debi illius quam ꝓ miſ̃ & cuſtag' ſuis ꝑ ipm circa ſectam ſuam in hac parte appōſit' eidem Erick ꝑ Cur' dci Dni Regis nunc hic ex aſſenſu ſuo adjudicať Et p̄d Paulus in mia &c.

Judgment pur le Pl. ſur *Non ſum informatus.*

CEſt Judgment fuit apres revers en *Camer' Scaccar'*, pur ceo que appiert per computation, que ſix quarterly Payments fueront due quand il demand le 100 *l.* & n'eſt monſtre pur queux quarterly Payments il demand les dits quatre quarterly Payments; & n'eſt ſufficient adire que fueront due le 25th del *December* devant le Action port, car ceo eſt voier ſi fueront due devant.

Death v. *Dennis.*

Belvin. Paſch. 3 Jac. 2. Regis. Rot. 358.

Eſſex' ſſ. ISaacus Dennis nup de Borſted in Com̄ p̄d Yeom alias dicť Iſaacu Dennis de Borſted in Com Eſſex' Yeoman ſum fuit ad reſpondend̄ Edwardo Death de ptito q̄d reddat ei mille libras quas ei debet & injuſte detinet &c. Et unde idem Edwardus ꝑ Thomam Munne Attorn ſuũ dic' qđ cum p̄d Iſaacus viceſimo die Septembr' anno regni Dni Caroli ſecundi nup Regis Angl' &c. triceſimo ſecundo apud Colceſtr' ꝑ quoddam ſcriptu ſuũ obligatoriu conceſſiſſet ſe teneri eidem Edwardo & cuidam Robto Freeman jam defunct (quem idem Edwardus ſupvixit) in p̄dcis mille libris ſolvend̄ eiſdem Edwardo & Robto cum inde requiſit fuiſſet p̄d tamen Iſaacus licet ſepius requiſit p̄d mille libras p̄d' Edwardo & Roberto in vita p̄dci Edwardi ſeu eidem Edwardo poſt mortem p̄dci Roberti non reddidit ſed ill' eiſdem Edwardo & Roberto adhuc reddere contradixit & ill' eidem Edwardo adhuc reddere contradic' & injuſte detinet unde dic' qđ deteriorať eſt & dampnu het ad valenc' decem librar. Et inde p̄duc' ſectam &c. Et ꝓfert hic in Cur' ſcriptum p̄dcm quod debm p̄dcm in forma p̄dca teſtatur cujus dať eſt die & anno ſupdcis &c.

Debt pur 1000 l.

Narr'. Sur Oblig' fait 7 Sept'. 32 Car. 2. al Pl. & al R. F. defunct.

Barr.

Le Condit'.

Les Articles, Recite que un Marriage fuit intend d'eſtre ewe entre le Def. & le dit A. C. Et que fuit ſeiſie de divers Meſſuages, &c. en B. pur ſa vie, Rem', al tiels uſes que le dit A. eſteant ſole declarera, &c.

Averment que les Tenements fuer d'annual value inter 60 & 80 l.

Et p̄d Iſaacus p Thomam Ruſe Attorn̄ ſuū ven̄ & defend̄ vim & injur̄ quando &c. Et pet̄ auditū ſcripti p̄dc̄i Et ei legitur &c. pet̄ etiam auditum Condic̄onis ejuſdem ſcripti & ei legitur in hec v̄ba : The Condition of this Obligation is ſuch, That if the above-bounden *Iſaac Dennis*, his Heirs, Executors and Adminiſtrators, do and ſhall well and truly obſerve, perform, fulfil, pay and keep all and every the Covenants, Grants, Articles, Payments and Agreements, which on his and their part and behalf are and ought to be obſerved, performed, fulfilled, paid and kept, ſpecified and comprized in certain Articles of Agreement indented tripartite, made and agreed upon between the ſaid *Iſaac Dennis* of the firſt part, and the above-named *Edward Death* and *Robert Freeman* of the ſecond part, and *Anne Cole* Widow, late Wife of *Stephen Cole* of *Boxſtead* aforeſaid, Practitioner in Phyſick, deceaſed, of the third part, and bearing date with theſe preſents, Then this Obligation to be void. Quib; lc̄is & audit̄ idem Iſaacus dic̄ q̄d p̄d Edwardus acc̄onem ſuam p̄dc̄am v̄ſus eum here non debet quia dic̄ q̄d Articuli p̄dc̄i in Condic̄one p̄dc̄a ſuperius ſpecificat̄ fact̄ fuer̄ apud Colceſtr̄ p̄dc̄am die & anno ſupdict̄ inter ipſum Iſaacū p nomen Iſaaci Dennis de Boxſtead in Com̄ Eſſex Yeom̄ ex prima parte p̄d Edwardum Death & Robertum Freeman p nomina Edwardi Death de Hitcham in Com̄ Suff. Yeoman & Robti Freeman de Dedham in Com̄ Eſſex' Pannifici ex ſecunda parte & p̄fat̄ Annam Cole p nomen Anne Cole vidue nup uxoris Stephī Cole de Boxſtead p̄dc̄a in Medicinis practici deceſs' ex tertia parte (quor quidem Articulor ſecundam partem ſigillo p̄d Edwardi & Robti ſignat̄ idem Iſaacus hic in Cur̄ pfert cujus dat̄ eſt eiſdem die & anno) qui quidem Articuli teſtantur q̄d cum Maritagium p Dei Gratiam tunc intenſ. fuit heri & ſolempnizari p & inter p̄d Iſaacum & p̄d Annam Cumq; p̄dc̄a Anna ſeiſit̄ fuit de div̄ſis meſſuagijs terris ten̄tis & hereditamentis cum ptin̄ de liba tenura & tenura p copiam jacen̄ & exiſten̄ in Boxſtead p̄dc̄a & alibi in dc̄o Com̄ Eſſex' ad uſum p̄fat̄ Anne p & duran̄ termino vite natural' p̄dc̄e Anne & ab & poſt ejus deceſſum tunc tal' pſon̄ & pſone & ad & p tal' uſum & uſus ſtatum & ſtatus & in tal' modo & forma qual' predc̄a Anna exiſtens̄ ſola ſive maritat̄ cum vel ſine conſenſu viri ſui ad aliquod tempus tunc poſtea p ult̄ voluntat̄ & teſtament̄ ſua in ſcriptis ſeu p aliquod ſcriptum p ipſam ſigillat̄ & menc̄onat̄ fore ult̄ voluntat̄ & teſtament̄ ſua vel per aliquod ſcriptum per ipſam ſignat̄ ſigillat̄ vel publicat̄ in preſentia trium vel plur̄ credibil' teſtiū limitaret ſtatueret vel declararet que quidem terre & ten̄ta exiſten̄ annual' valoris inter ſexaginta & octoginta libras Anglice of between three-ſcore and four-ſcore pounds Agreat' fuit q̄d idem Iſaacus ab & poſt dc̄um maritagiū heret & gauderet reddit' exit' & ꝓficuis inde ad uſum ſuū ꝓpriū durañ conjunctis vitis dc̄oꝝ Iſaaci & Añe except' reddit' & ꝓficuis que debite accreſcerent ꝓ p̄d terris & teñtis ad feſtū Sc̄i Michis tunc ꝓx' ſequeñ Cumqꝫ etiam p̄dc̄a Anna poſſeſſionat' fuit de ſtatu ꝑſonali conſiſteñ in debis pecunijs numerat' Argento Anglice Plate Gem̄is & al' bonis & catallis Cumqꝫ etiam agreat' fuit ꝑ & inter p̄d Iſaacum & Annam q̄d p̄dc̄us Iſaacus vel alique al' perſona vel perſone clamañ per ab vel ſubt' eum vel per ejus actum vel media ad aliquod tempus ab & poſt ſolempnizac̄onem dc̄i maritagij non herent aliquam poteſtatem authoritatem ſeu diſpoc̄onem dc̄i ſtatus perſonal' vel alicujus inde partis ſive aliquoꝝ reddit' & ꝓficuoꝝ dc̄aꝝ terrarum & teñtoꝝ ſive alicujus inde partis que debita creſcent ad feſtū Sc̄i Michis tunc ꝓx' ſequeñ ſeu clamarent aliquod intereſſe in vel ad eadem ſive aliqualit' intromitterent in eiſdem vel aliqua parte inde rac̄one p̄d' maritagij ſed eadem eſſent tanquam ſeperal' ſtatus ad & ꝓ dc̄a Anna ad ſatisfaciend' tal' debita qual' p̄dc̄a Anna deberet tempore p̄dc̄i maritagij p̄dc̄iſqꝫ debis ſatisfact' remanere inde fore ad ſolam ꝓpriam & libam diſpoſic̄onem p̄d' Anne tam plene libe & ad om̄ia intenc̄ones & ꝓpoſita quam p̄d' ſtatus perſonal' fuit ad datum Articuloꝝ p̄d' P̄dc̄us Iſaacus in conſiderac̄one p̄d' p̄miſſoꝝ ꝓ ſeipſo heredibꝫ executoribꝫ & adminiſtratoribꝫ ſuis convenit & conceſſit ad & cum p̄d' Edwardo & Robto executoribꝫ & adminiſtratoribꝫ ſuis per Articulos p̄dc̄os modo & forma ſequen' videlt q̄d ipſe p̄d' Iſaacus annuatim a feſto Sc̄i Michis Archi tunc ꝓx' ſequen' p̄d' maritagiū ſolvet p̄d' Edwardo & Roberto executoribꝫ adminiſtratoribꝫ vel aſſign' ſuis ſum̄am viginti libraꝝ ad feſta Annunciac̄onis btē Marie Virginis & Sc̄i Michis Archi aut infra tres menſes poſt p̄dc̄a reſpective feſta ꝑ equas & equales porc̄ones ſine aliqua deducc̄one defalcac̄one ꝓ aliqua materia cauſa vel re quacunqꝫ prima ſoluc̄one fiend' ad p̄d' feſtū Annunciac̄onis btē Marie tunc ꝓx' ſequen' que quidem viginti libre ſic ſolvend' in fiducia foret ꝓ p̄dc̄a Anna & ejus ſolo uſu & beneficio & ad ejus abſolutam & libam diſpoſic̄onem Item q̄d p̄dc̄us Iſaacus permitteret & toleraret p̄d' Annam recipere reddit' ꝓficua om̄iū dc̄oꝝ terraꝝ & teñtorum que debita forent ad feſtū Sc̄i Michis tunc ꝓx' ſequen' datū Articuloꝝ p̄d' reddit' & ꝓficua forent ad ejus ſolam & libam diſpoſic̄onem Item q̄d p̄dc̄a Anna heret libam & abſolutam poteſtatem dare & diſponere om̄ia & quelibt bona & catalla & perſonal' ſtatum quecunqꝫ ejus p̄d' Anne tunc in poſſeſſione ſua ſeu in poſſeſſione alicujus alius in fiducia ꝓ ſe & q̄d p̄d' Iſaacus executores

Fuit agree que apres le Marriage le Def. avera les Rents, &c. durant leur joint vies, except, &c.

Recit' que A. fuit poſſeſſe d'un perſonal Eſtate, &c. & que fuit agree que le Def. n'aver aſcun poier de ceo nec del Rents except.

Mes que ils ſerront appliez al ſatiſfier les Debts de A. & le reſidue d'eſtre al frank diſpoſition de A.

In cons' &c. le Def. covenant al paier annualment al Pl. & F. 20 l. &c. en truſt pur le ſole uſe de A. Et ſur ceſt Covenant le Breach eſt aſſigne.

Auters Covenants.

cutores & adminiſtratores ſui aut jungeret in tal' dono & diſpoſic̄one aut libe ratificaret & confirmaret eadem cum adinde requiſit' foret per aliquam perſonam vel perſonas per appunctuac̄onem pred' Anne Item q̄d pred' Iſaacus permitteret & toleraret pred' Annam ad aliquod tempus poſt pred' maritagiū facere ult' voluntat' & teſtament' in ſcriptis vel aliquod al' ſcriptum continen' diſpoſic̄onem bonorū & catallorū & tal' perſonal' ſtatus qual' per intenc̄ones Articulorū pred' here fuit ſolam diſpoſic̄onem ac etiam pro declarac̄one & limitac̄one uſuū dictorū meſſuagiorū terrarū & tẽtorū tal' perſone & perſonis qual' predcā Anna aptum putaret eadem diſponere poſt ejus deceſs' Et pred' Iſaacus executores & adminiſtratores ſui non clamarent aliquod intereſſe in aliquo pred' ſtatu perſonal' except' tal' parte inde (ſi aliqua foret) qual' predcā Anna per tal' voluntat' vel ſcriptum appunctuaret ſolvi vel delibari pred' Iſaaco Item in conſiderac̄one q̄d pred' Iſaacus heret reddit' & pficua dc̄arū terrarū & tẽtorū duran' conjunctis vitis p̄d Iſaaci & Anne (except' p̄except') q̄d p̄d' Iſaac⁹ duran̄ conjunctis vitis ipor̄ Iſaaci & Añe bene & ſufficient' reparet manuten̄et & cuſtodiret oīa & quelibt meſſuag' horrea ſtabula extradomus & edificia in & ſup p̄d terras & tẽta in bonis & ſufficien' reparac̄one maeremio de premiſſis eidem Iſaaco allocand' ad dc̄as reparacon' faciend' Item q̄d pred' Iſaacus ad aliquod tempus duran' dc̄o maritagio admiſ̄ & cuſtag' predcē Anne jungeret in aliqua conceſſione ſurſum reddic̄one conveiancia ſive aſſuranc' oīum ſeu aliquarū dc̄arū terrarū & tẽtorū de liba tenura vel per copiam p ſtabilic̄one eorundem poſt mortem pred' Anne put per pred' Annam vel per aliquam perſonam ſive perſonas per ejus appunctuac̄onem vel ejus ſeu earū Conſiliū in lege edocti rōnabilit' adviſat' deviſat' ſeu requiſit' foret put per Articulos p̄d' plenius apparet Et idem Iſaacus ulterius dic' q̄d ipſe a tempore confecc̄onis Articulorū pred' hucuſq; bene & fideliter obſervavit performavit perimplevit ſolvit & cuſtodivit oīa & ſingula convenc̄ones conceſſiones Articlos ſolucon̄ & agreamenta in p̄d' Articlis indentat' ſpecificat' ex parte ſua obſervand̄ performand̄ perimplend̄ ſolvend' ſeu cuſtodiend' juxta formam & effectum eorundem Articulorū in ea parte Et hoc parat' eſt verificare unde pet' Judiciū ſi pred' Edwardus acc̄onem ſuam predcam̄ verſus eum habere debeat &c.

Ple qu'il ad performe touts les Covenants, &c.

Replic'. Proteſtando que le Def. n'ad perform, &c.

Et pred' Edwardus dic' q̄d ipſe per aliqua p̄allegat' ab acc̄one ſua pred' hend' p̄cludi non debet quia pteſtando q̄d predcus Iſaacus non obſervavit performavit perimplevit ſolvit ſeu cuſtodivit aliqua convenc̄ones conceſſiones Articulos ſoluc̄ones & agreamenta in pred' Articulis indentat' ſpecificat' ex parte ſua obſervand' performand' perimplend' ſolvend' ſeu cuſtodiend' juxta formam & effectum eorundem Articulor̃ in ea parte ꝑut ꝓcuſ Iſaacus ſuperius allegavit ꝑ pſito idem Edwardus dic' qd' poſt confeccõnem p̄d' Articulorũ ſcil't viceſimo octavo die Septembr' anno regni dc̃i nuper Regis triceſimo ſecundo ſup̄dc̃o apud Colceſtr̃ p̄d' maritagiũ inter p̄d' Iſaacum & p̄d' Annam hit' & ſolempnizat' fuit Et idem Edwardus ulterius in facto dic̃ qd' p̄d' Iſaacus non ſolvit p̄d' Edwardo & Roberto in vita ipſius Roberti ſeu eidem Edwardo poſt mortem p̄fat' Roberti decem libras ad feſtum Annunciacõnis bte Marie Virginis anno regni dc̃i nuper Regis triceſimo quinto ſeu infra tres menſes ꝓx' poſt idem feſtum quas eis ad idem feſtum vel infra tres menſes ꝓx' poſt idem feſtum ſolviſſe debuit ſecundum formam & effectum Articulorũ Et hoc parat' eſt verificare unde pet' Judiciũ & debm ſuũ p̄d' una cum dampnis ſuis occõne detencõnis debi illius ſibi adjudicari &c. Cum hoc qd' idem Edwardus verificare vult qd' p̄d' Anna adhuc ſuperſtes & in plena vita exiſtit videl't apud Colceſtr̃ p̄d'. Demurrer, & Joinder en Demurrer.

Pur Plea dit que tiel jour le Marriage fuit ſolemnize, & que le Def. n'ad paie al Pl. & F. 10 l. al tiel Feaſt.

Averment que le dit A. eſt en plein vie.

EN ceſt Caſe la fuit forſq; un Exception priſe per le Councel del Def. *viz.* Que le 20 *l.* ne fueront d'eſtre pay forſq; per le primer anne apres le Marriage; mes le Opinion de Court fuit que ceſt payment fuit a continuer durant les joint vies de Def. & le dit *Anne*, per l'intent de les Articles, car per les expreſs parols de eux, le Def. fuit d'aver touts les profits de les terrs, de temps del Marriage, durant les joint vies de luy & le dit *Anne*, except les Rents & Profits queux accruer' al Feaſt de St. *Michel* ꝓchein enſuant. Et en conſideration de premiſſes, le Def. covenant a payer les dits 20 *l.* annualment, le primer payment a cōmencer al Feaſt de le *Annunciation* ꝓchein enſuant, per que appiert que fuit le intent des parties que ſicome le Def. fuit d'aver les Profits de les terrs durant lour joint vies, que iſſint fuit lour intent que il payera les 20 *l.* durant lour joint vies, en lieu des dits Profits, car le Feme tanque *Mich.* fuit d'aver les Rents & Profits meſmes des terrs, mes apres *Mich.* forſq; 20 *l. per annum.* Et Judgment fuit done pur le Pl.

Geang v. *Swaine.*

Winford. Mich. 3 Jac. 2. Regis. Rot. 174.

Debt pur 25 l.

Narr' ſur Oblig' 15 Decembr' 36 Car. 2.

London ſſ. **T**homas Swaine nup̄ de Wapping in Com̄ Midd Nauta als dict̄ Thomam Swaine de eodem loco Mariner ſum̄ fuit ad reſpondend̄ Henrico Geang Gen̄ de plito qd̄ reddat ei viginti & quinq; libras quas ei debet & injuſte detinet &c. Et unde idem Henricus p Petrum Brailford Attorn̄ ſuum dic̄ qd̄ cum p̄d Thomas decimo quinto die Decembr anno regni Caroli ſecundi nup̄ Regis Angl' triceſimo ſexto apud London in paroch̄ btē Marie de Arcub; in warda de Cheap p quoddam ſcriptum ſuum obligatorium conceſſiſſet ſe teneri & firmiter obligari eidem Henrico in p̄d viginti & quinq; libris ſolvend̄ eidem Henrico cum inde requiſit' fuiſſet p̄d tamen Thomas licet ſepius requiſit̄ p̄d viginti & quinq; libras eidem Henrico nondum reddidit ſed ill' ei reddere hucuſq; omnio contradixit & adhuc contradic̄ unde dic̄ qd̄ deteriorat' eſt Et dampnū h̄et ad valenciam decem librar̄ Et inde pduc̄ ſectam &c. Et pfert hic in Cur̄ ſcriptum p̄d qd̄ debm p̄d in forma p̄d teſtatur cujus dat' eſt die & anno ſupdictis.

Barr.

Le Condit' del Obligat'.

Et p̄d Thomas Swaine p Thomam Manlove Attorn̄ ſuum ven̄ & defend̄ vim & injur̄ quando &c. Et pet̄ audit̄ ſcripti p̄d & ei legitur petit etiam auditum Condicon̄ ejuſdem ſcripti & ei legitur in hec vba: The Condition of this Obligation is ſuch, That whereas the above-bounden *Charles Turner*, *John Turner* and *Thomas Swaine*, have received, at or before the enſealing and delivery of theſe Preſents, of the above-named *Henry Geang*, the Sum of Twelve Pounds and ten Shillings of lawful Money of *England*; and in conſideration thereof, and likewiſe in reſpect of the Age and Infirmity of Body of the ſaid *Henry Geang*, have agreed, and are content to pay to him the ſaid *Henry Geang* the Sum of Twelve Pounds and ten ſhillings on the fifteenth day of *January* next, being one month after the date of the above-recited Obligation, and in default thereof, the Sum of Fourteen Pounds ſeven ſhillings and ſix pence of lawful Money of *England* on the fifteenth day of *June* next enſuing the date hereof, being ſix months after the date of the ſaid above-recited Obligation, if the ſaid *Henry* ſhall ſo long live; but in caſe the ſaid *Henry Geang* ſhall happen to die before the ſaid fifteenth day of *June* next enſuing the date hereof, then it is agreed that the aboveſaid *Charles Turner*, *John Turner* and *Thomas Swaine* ſhall keep and retain to themſelves the ſaid Sum of Twelve Pounds

ten ſhillings, and alſo the Intereſt thereof: And then, and in ſuch caſe, the ſaid *Henry Geang* ſhall loſe both his Principal and Intereſt. If therefore the aforeſaid *Charles Turner*, *John Turner* and *Thomas Swaine*, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the aboveſaid *Henry Geang* or his Aſſigns the ſaid Sum of Twelve Pounds ten ſhillings of lawful Money of *England*, without Intereſt, on the fifteenth day of *January* next aforeſaid; or, in default thereof, the aforeſaid Sum of Fourteen Pounds ſeven ſhillings ſix pence of lawful Money of *England* on the before-mentioned fifteenth day of *June* next enſuing the Date of theſe Preſents, if he the ſaid *Henry Geang* ſhall be then living, or if he the ſaid *Henry Geang* ſhall happen to die before the ſaid fifteenth day of *June* next enſuing, then this Obligation to be void: But if he the ſaid *Henry Geang* ſhall live until the ſaid fifteenth day of *June* next, being the time of Payment aforeſaid, and the ſaid Fourteen Pounds ſeven ſhillings and ſix pence ſhall be then unpaid, contrary to the tenor of theſe Preſents, That then this Obligation to be of full force and vertue.

Quib; lcis̃ & audit̃ idem Thomis Swaine dic̃ qđ p̃d Henricus accōnē ſuam p̃d inde v̄ſus eum here non debet quia dic̃ qđ ipſe idem Thomas poſt p̃d decimum quintum diem Junij in condicōne p̃dc̄a ſupius ſpecificat̃ ſcilt duodecimo die Auguſti anno regni Dn̄i Regis nunc ſecundo apud paroch̄ Sc̄i Georgij Southwarke in Com̄ Surr̃ ſolvit eidem Henrico octo libras ſeptemdecim ſolid & ſex denar̃ legalis monete Anglie Idemq; Thomas & quidm̄ Johēs Swaine eodem duodecimo die Auguſti anno ſecundo ſupdicto apud paroch̄ p̃d in Com̄ p̃d ſigillaver̃ & ut actum & factum ſuū delibaver̃ eidem Henrico quoddam aliud ſcriptū ſuū obligatoriū p quod ijdem Thomas & Johēs tenentur & obligantur p̃fat̃ Henrico in penali ſum̄a viginti librar̄ condicionat̃ p vera ſolucōne eidem Henrico decem librar̄ ad certū diem in eodem ſcripto content̃ in plena ſatisfaccōn & exonacōne ſcripti obligatorij p̃dcī in narracōne p̃d ſupius ſpecificat̃ & omnium denarior̄ ſupinde debit̃ Et p̃d Henricus adtunc & ibm̄ recepit & acceptavit de eodem Thoma p̃d octo libras ſeptemdecim ſolid & ſex denar̃ & ſcriptū obligatoriū p̃d p ſolucōne decem librar̄ in plena ſatisfaccōne ſcripti obligatorij p̃dcī in narracōne p̃dc̄a ſupius ſpecificat̃ & omniū denarior̄ ſupinde debit̃ Et hoc parat̃ eſt verificare unde pet̃ Judicm̄ ſi p̃d Henric̃ accōnem ſuam p̃dcam̄ inde v̄ſus eum here debeat. Demurrer, & Joinder en Demurrer.

Plea, que le Def. apres le 15 de June en le Condit' &c. ad pay al Pl. 8 l. 17 s. 6 d. Et que le Def. & un T. S. ont ſeal, &c. al Pl. un auter Oblig' de Penalty de 20 l.

Ove condit' pur payment de 10 l. Et que le Pl. accept ceo accordant.

FUit reſolve que le Plea fuit male, quia admittant que novel Obligation poit eſtre done en ſatisfaction de le Argent due ſur auter Obligation, uncore icy appiert que le primer Obligation fuit forfeit, & tout le Penalty fuit due en Ley; & donques le acceptance de Security pur meinder Sum, que eſt le Caſe icy, ne poit eſtre aſcun ſatisfaction del greinder Sum, *Co.* 5. 117. *Pinnel*'s Caſe. Mes donques fuit inſiſt que appiert per le Condition que le Obligation fuit uſurious. Mes al ceo fuit reſpond, & reſolve que le Statute doit aver eſtre plede, car ſi fuit *prima facie* Uſury ſur le view del Condition, uncore peradventure le Pl. puit aver rectifie ceo per ſon Replic' come en *Buckley* & *Guilbank*'s Caſe, 2 *Cro.* 677.

Deux des Juſtices fueront de Opinion que le Obligation ne fuit uſurious, les auters ne parle al ceſt point. Quant al primer point *vide* ceux Livres; *Cro. Car.* 19. *Farmer* & *Engliſh*'s Caſe, & 60. *Lovelace* & *Cocket*'s Caſe, & 192. *Simms* & *Mewdſworth*'s Caſe. *Co.* 9. 79. *Peyto*'s Caſe. *Co. Litt.* 212. *b.* *Co.* 6. 44. *b.* *Hob.* 68. 1 *Mod. Rep.* 225. *Mo.* 573. *Nu.* 667, 787. *Penny* & *Core*'s Caſe, ou eſt tenus *per Cur'* que en Debt ſur Obligation ove Condition de payer 8 *l.* eſt bone Plea, que le Defendant devant le jour ad pay al Plaintiff 5 *l.* &c. en ſatisfaction de les 8 *l.* *Vide* auxi 3 *Levinz* 55. *Lobly* & *Gildart*'s Caſe; & *Girle* & *Field*'s Caſe icy, en ceſt Livre. Judgment pur le Plaintiff en le principal Caſe.

Maſon v. *Fulwood.*

Belvin. Trin. 4 Jac. 2. Regis. Rot. 382.

London ſſ. SAmuel Fulwod nup de poch de Stepney alias Stebonheath in Com Midd Cardmaker al's dict Samuel Fulwood de poch Stepney alias Stebonheath in Com Midd Cardmaker ſum fuit ad reſpondend Johi Maſon de plito qd reddat ei ſexagint libras quas ei debet & injuſte detinet &c. Et unde idem Johes p Hope Gifford Attorn ſuum dic qd cum p̄d Samuel triceſimo die Auguſti anno regni Dni Regis nunc ſecundo apud London in poch bte Marie de Arcub3 in warda de Cheape p quoddam ſcriptū ſuum obligatorium conceſſiſſet ſe teneri eidem Johi in p̄d ſexagint libris ſolvend eidem Johi cum inde poſtea requiſit fuiſſet p̄d tamen Samuel licet ſepius requiſit p̄d ſexagint libras eidem Johi nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradic unde dic qd deteriorat eſt Et dampnum het ad valenciam decem librar Et inde produc ſectam &c. Et pfert hic in Cur ſcriptum p̄d quod debitum p̄dcm in forma p̄dca teſtatur cujus dat eſt die & anno ſupradictis &c.

Debt pur 60l.

Narr'. Sur Obligat° dat' 30 Aug. 2 Jac. 2. fait per un Jo. Collett & le Def. come ſon Surety.

Et p̄d Samuel per Johem Wheeler Attorn ſuum ven & defend vim & injur quando &c. Et pet audit ſcripti p̄dci & ei legitur pet etiam audit condicon ejuſdem ſcripti & ei legitur in hec verba: The Condition of this Obligation is ſuch, That whereas the above-named *John Maſon*, at the requeſt of the above-bound *John Collett*, having lent and paid unto him the Principal Sum of Thirty Pounds Sterling upon adventure of the natural Life of him the ſaid *John Collett*: If therefore the ſaid *John Collett*, or his Aſſigns, at the end of Twelve months Calendar, or any ſooner time from and after the firſt three months commencing from the day of the date hereof, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *John Maſon*, his Executors, Adminiſtrators or Aſſigns, the Sum of Thirty and two pounds five ſhillings Sterling Money; and after, and according to the rate of Six pence each Pound each Month for all ſuch time whatſoever as ſhall be expired and ſpent at ſuch aſſigned time of Payment from and after the ſaid firſt Three months commencing as aforeſaid; or if within the ſaid Twelve months, and before ſuch Payment of every Principal and *Præmium*, the ſaid *John Collett* ſhall happen to depart this natural Life, That then this preſent Obligation ſhall be void and of none effect,

Barr. Le condition que eſt fort ſpecial per tout.

Plea. D'un ſpecial uſurious agreement conſiſtent de mults circumſtances, per que le Obligat' eſt void per Stat. 12 Car. 2.

or elſe to be and remain in full force and vertue. Quib; lc̄is & auditis idem Samuel dic̄ qd̄ ip̄e de debo p̄d virtute ſcripti obligatorij p̄d onerari non debet. quia dic̄ qd̄ ante p̄d tempus confecc̄ois ſcripti obligatorij p̄d necnon ante diem impetrac̄onis b̄ris originalis ipſius Johis Maſon p̄d ſcil't viceſimo nono die Auguſti anno regni dc̄i Dni Regis nunc primo p̄d Johes Collett apud London p̄d in p̄ochia & warda p̄d requiſivit quendam Johem Letten quatenus ip̄e idem Johes Letten mutuo daret & accomodaret eidem Johi Collett ſum̄am trigint' librar̄ legalis monete Anglie qdq; ſup̄ accomodac̄on ill' inter p̄d Johem Letten & ip̄m Johem Collett adtunc & ibm contra formam Statuti in hujuſmodi caſu nup̄ edit' & p̄viſ̄ corrupt' agreat' & concordat' fuit qd̄ p̄d Johes Letten accomodaret p̄d Johi Collett p̄d trigint' libras a p̄dc̄o viceſimo nono die Auguſti anno primo ſupradicto p̄ ſpac̄m unius anni integri extunc px' ſequen̄ qdq; p̄dcus Johes Collett ſolveret p̄dc̄o Johi Letten quadragint' & quinq; ſolid p̄ accomodac̄one Anglice Loan & dando diem ſoluc̄onis p̄d trigint' librar̄ p̄ trib; menſib; & ſic ſecundum ratam ſex denar' legalis monete Anglie p̄ menſem p̄ qualibet libra p̄d trigint' librar̄ p̄ accomodac̄on Anglice Loan & dando diem ſolucon' p̄d trigint' librarum p̄ totum p̄d ſpacium unius anni ſi p̄d Johes Collett tam diu viveret qdq; p̄dcus Johes Collett & p̄d Samuel ut ejus ſecuritas devenirent tent' & obligat' p̄ quoddam ſcriptum obligatorium p̄ ſolucon' inde ſecundum formam & effect' corrupt' agreament' p̄d ſup̄ quo p̄d Johes Letten adtunc & ibm accomodavit eidem Johi Collett trigint' libras p̄ uno anno ac ſup̄inde p̄d Johes Collett & idem Samuel in p̄formacon' corrupt' agreament' p̄d poſtea ſcil't p̄d viceſimo nono die Auguſti anno primo ſupradicto apud London p̄d in parochia & warda p̄d' ad requiſicon' Johis Letten devener' tent' p̄d' Johi Maſon in quodam ſcripto obligatorio p̄ ſexagint' libris cum condic̄one eidem ſcripto obligatorio ſubſcript' p̄ ſoluc̄one trigint' & duar̄ librar̄ & quinq; ſolid' duab; libris & quinq; ſolid' parcell' inde exiſten' p̄ intereſſe p̄ eiſdem trigint' libris p̄ uno quarterio unius anni & ſecundum ratam ſex denar' p̄ qualibt libra quolibt menſe p̄ omi tali tempore quocunq; quo foret expirat' ab & poſt p̄d' primos tres menſes poſteaq; ad finem anni p̄d' ſcil't triceſimo die Auguſti anno regni dc̄i Dni Regis nunc ſecundo p̄d' Johes Collett in complecon' & ſecundum formam corrupt' agreament' p̄d' ſolvit p̄d' Johi Letten novem libris p̄ accomodac̄one Anglice Loan & dando diem ſolucon' p̄d' trigint' librarum p̄ p̄d' uno anno exiſten̄ ſecundum ratam ſex denar' p̄ qualibt libra p̄d' trigint' librarum p̄ qualibt menſe in anno p̄d' Ac poſtea eiſdem die & anno ult' menc̄onat' apud London̄ p̄d' in parochia & warda p̄d' p̄ continuac̄one p̃d' trigint̃ librarū in manibȝ ipſius Johis Collett ꝓ ſpacio unius al' anni poſtea ſcilt p̃dc̄o triceſimo die Auguſti anno ſecundo ſupradicto apud London p̃d' in parochia & warda p̃d' inter p̃d' Johem Letten & ꝑfat̃ Johem Collett corrupt̃ & contra formam Statut̃ p̃d' in humōi caſū inde nuꝑ edit̃ & ꝓvis̃ agreat̃ fuit q̃d p̃d' Johes Letten delibaret p̃d' Johi Collett p̃d' ſcriptū obligatoriū p̃d' viceſimo nono die Auguſti anno primo ſupradicto ut prefertur confect̃ cancelland' q̃dq; p̃d' Johes Letten continuaret p̃d' trigint̃ libras in manibȝ p̃d' Johes Collett ꝓ ſpacio unius al' anni integri extunc ꝓx' ſequeñ q̃dq; p̃d' Johes Collett ſolveret p̃d' Johi Letten quadragint̃ & quinq; ſolid' ꝓ accomodac̄one & dando diem ſolucon' pred' trigint̃ librarū ꝓ tribȝ menſibȝ & ſic ſecundum ratam ſex denar' legalis monete Anglie ꝓ menſem ꝓ qualibt libra p̃d' trigint̃ librarū ꝓ accomodac̄one & dando diem ſolucon' p̃d' trigint̃ librarū ꝑ totum p̃d' ſpacium unius anni in condicon' p̃d' ſuꝑius menc̄onat̃ ſi p̃d' Johes Collett tam diu vixet q̃dq; p̃d' Johes Collett & idem Samuel ut ſecuritas ꝓ eodem Johe Collett devenirent tent̃ & obligat̃ ꝑ quoddam al' ſcriptum obligatorium ꝓ ſoluc̄one inde ſecundum formam & effect̃ corrupt̃ agreament̃ p̃d' Ac ſuꝑinde p̃d' Johes Collett & idem Samuel ut ſecuritas pro eodem Johe Collet in performacon' corrupt̃ agreament̃ p̃d' ult̃ menc̄onat̃ poſtea ſcilt pred' triceſimo die Auguſti anno ſecundo ſupradicto apud London pred' in parochia & warda pred' ad requiſicoñ pred' Johis Letten deveneř tent' pred' Johi Maſon in pred' ſcripto obligatorio pred' in Narr' pred' ſuꝑius menc̄onat̃ in pred' ſexagint̃ libris ſuꝑius petit̃ Cum condic̄one ut prefertur Et idem Samuel ulterius dic' q̃d ſex denar' pro intereſſe pro qualibt libra pred' trigint̃ librarū in ſcripto obligatorio pred' hic in Cur' prolat̃ ſuꝑius menc̄onat̃ pro uno menſe excedunt ratam ſex librarū pro centū libris pro uno anno contra formam Statut̃ pred' ꝑ q̃d ſcriptum obligatorium pred' hic in Cur' prolat̃ penitus vacuū & nullius vigoris in lege devenit & exiſtit Et hoc parat̃ eſt ꝟificare unde pet̃ Judicm̄ ſi ipſe de debo pred' virtute ſcripti obligatorij onerari debeat &c. Demurrer, & Joinder en Demurrer.

CEſt Caſe fuit argue per *Baldock* pur le Pl. & *Pemberton* pur le Def.

Que le Contract ne fuit uſurious, ceux Caſes fueront cite, 2 *Rolls Rep.* 47 & 48. *Mo.* 752. *Ellis* & *Ward*s Caſe.

Que fuit uſurious, ceux Caſes fueront cite, *viz.* *Burton*'s Caſe, *Co.* 5. 69, 70. *Claiton*'s Caſe. 2 *Cro.* *Roberts* & *Tremain*'s Caſe. 3 *Cro.* 642. & *Mo.* 398. *Button* & *Downham*'s Caſe. Le Report de quel Caſe jeo ay view *intrat' Trin.* 40 *Eliz. Rot.* 865. Per quel Record appiert que cibien le Intereſt come le Principal fuit en Hazard coment ceo ne pleinment appiert per ceux Livres. Jeo croy que ceſt Action ne fuit ꝓſecute aſcun ouſter, car jeo ne unques oye aſcun choſe de ceo apres ceſt Argument; & nul Judgment eſt enter ſur le Roll, & per le Livres de le Prothonatary *nil ultra* appiert.

Ball v. *Richards.*

Tempeſt. Hill. 3 & 4 Jac. 2. Regis. Rot. 491.

Debt pur 1000 l.

Midd' ſſ. Robertus Richards nuꝑ de London Grocer alias dict Robtu Richards de paroch Sci Clement Dacoꝝ in Com Midd Grocer ſum fuit ad reſpondend Johi Ball Gen de plito quod reddat ei mille libras quas ei debet & injuſte detinet &c. Et unde idem Johes ꝑ Johem Edkins

Narr'. Sur Obl' fait 21 Dec' 1678.

Attorn ſuu dic q̄d cum p̄d Robtus viceſimo die Decembris anno Dni millimo ſexcenteſimo ſeptuageſimo octavo apud Iſlington per quoddam ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri eidem Johi Ball in pred' mille libris ſolvend eidem Johi Ball cum inde requiſit fuiſſet p̄d' tamen Robtus licet ſepius requiſit p̄d mille libras eidem Johi Ball nondum reddidit ſet ill' ei huc uſq; reddere contradixit & adhuc contradic unde unde dic q̄d deteriorat eſt & dampnum habet ad valenciam centum librar. Et inde ꝓduc ſectam &c. Et ꝓfert hic in Cur ſcriptu pred q̄d debm p̄d in forma p̄dca teſtatur cujus dat eſt die & anno ſup̄dict &c.

Barr.

ſſ. Et p̄dict Robtus ꝑ Carolum Turner Attorn ſuu ven & defend vim & injur quando &c. Et petit auditu ſcripti p̄d & ei legitur &c. petit etiam auditu condiconis ejuſdem ſcripti Et ei legitur in hec vba: The Condition of this Obligation is ſuch,

Le Condit'. Pur ſaver le Pl. harmleſs de un Obl'.

That whereas the above-named *John Ball*, at the ſpecial Inſtance and requeſt of the above-bounden *Robert Richards*, together with him the ſaid *Richards* and the Right Honourable *Henry* Earl of *Clarendon* did become bound in and by one Obligation bearing even Date with theſe Preſents unto *William Edwards* of the City of *London*, Eſq; in the penal Sum of Five hundred Pounds of lawful Money of *England*, with a Condition thereupon indorſed, therein reciting, That whereas the ſaid *Robert Richards* was appointed and

choſen to be a Collector and Gatherer of part of the Rents and Revenues of the Governor and Company of the new River brought from *Shadwell* and *Amwell* to *London*; and if the ſaid *Robert Richards* did and ſhould from time to time, and for ſo long time as he ſhould continue in the ſaid Office or Place of Collector, well and truly pay or cauſe to be paid all ſuch Sum and Sums of Money as he the ſaid *Robert Richards*, or any other Perſon or Perſons for him or by his appointment ſhould collect, gather or receive for Rent or otherwiſe due or belonging unto the ſaid Governor and Company unto the Treaſurer of the ſaid Company for the time being, within one Month next after he or they ſhould gather and receive the ſame. And alſo if he the ſaid *Robert Richards* did and ſhould from time to time make and give a true and perfect Accompt in Writing unto the ſaid Governor and Company of all the ſaid Rents and Sums of Money ſo to be collected and received as therein is expreſſed, within twenty Days next after he the ſaid *Robert Richards* ſhould be by the ſaid Governor and Company thereunto required, as by the the ſame Obligation and Condition may at large appear; if therefore the ſaid *Robert Richards*, his Heirs, Executors and Adminiſtrators, and every of them, do and ſhall from time to time, and at all times hereafter well and ſufficiently ſave, defend, keep harmleſs and indempnified the ſaid *John Ball*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and all and ſingular of their Lands, Tenements, Goods and Chattels of and from all manner of Coſts, Charges and Damages whatſoever, which he or they ſhall or may any way ſuſtain or be put unto for or by reaſon of his being bounden in the ſaid recited Obligation, then this Obligation to be void and of none effect, or elſe to remain and be in full force and virtue. Quibus lectis ⁊ auditis idem Robtus dicit quod p̃d Johes accõnem ſuam p̃dcam ꝟſus eum habere non debet quia dic̃ q̃d pred̄ Johes ad aliquod tempus ante impetracoñ bris originalis ipſ̃ Johis non fuit dampnificat̃ ꝑ vel ratione pred̄ obligacoñ in condicõne pred̄ ſuperius ut preſertur recitat̃ Et hoc parat̃ eſt ꝟificare unde petit Judicm̃ ſi pred̄ Johes accõnem ſuam pred̄ ꝟſus eum habere debeat ⁊c.

En quel obl le Pl. fuit oblige pur le Def. come Collector pur le New-River-Company.

Plea. Que le Pl. ne fuit damniſie.

Et pred̄ Johes Ball dic̃ q̃d ipe ꝑ aliqua p̃allegat̃ ab accõne ſua predcã habend̄ precludi non debet quia dic̃ q̃d pred̄ Robtus poſt confeccõnem pred̄ ſcripti obligatorij quingentaꝝ librarum in condicõne predcã ſuperius recitat̃ ⁊ ante diem impetracõnis bris originalis ipſius Johis Ball collegit ⁊ recepit apud Iſlington pred̄ de diꝟſis ꝑſonis mille ⁊ trecentas libras legalis monete Anglie ꝓ reddit̃ ⁊ revencoñ debit̃ ⁊ ſpectan̄ pred̄ Gubernatori ⁊ Societat̃ novi rivi Anglice new River duct̃ a Chadwell ⁊ Amwell ad London̄ in pred̄ condicõne pred̄ ſcripti obligatorij quin-

Replic’. Que le Def. receive 1300l. come Collector & n’ad pay ceo accordant al condit’ del dit Obl’.

de quel Caſe jeo ay view *intrat' Trin.* 40 *Eliz. Rot.* 865. Per quel Record appiert que cibien le Intereſt come le Principal fuit en Hazard coment ceo ne pleinment appiert per ceux Livres. Jeo croy que ceſt Action ne fuit ꝓſecute aſcun ouſter, car jeo ne unques oye aſcun choſe de ceo apres ceſt Argument; & nul Judgment eſt enter ſur le Roll, & per le Livres de le Prothonatary *nil ultra* appiert.

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Barr. ſſ. Et p̄dict' Robtus ꝑ Carolum Turner Attorn ſuu ven & defend vim & injur' quando &c. Et petit auditu ſcripti p̄d & ei legitur &c. petit etiam auditu condic̄onis ejuſdem ſcripti Et ei legitur in hec vba: The Condition of this Obligation is ſuch, Le Condit'. Pur ſaver le Pl. harmleſs de un Obl'. That whereas the above-named *John Ball*, at the ſpecial Inſtance and requeſt of the above-bounden *Robert Richards*, together with him the ſaid *Richards* and the Right Honourable *Henry* Earl of *Clarendon* did become bound in and by one Obligation bearing even Date with theſe Preſents unto *William Edwards* of the City of *London*, Eſq; in the penal Sum of Five hundred Pounds of lawful Money of *England*, with a Condition thereupon indorſed, therein reciting, That whereas the ſaid *Robert Richards* was appointed and

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Plea. Que le Pl. ne fuit damniſie.

Et pꝛed Johes Ball dic̃ q̄d ipe ꝑ aliqua p̃allegat̃ ab accõne ſua pꝛedca habend pꝛecludi non debet quia dic̃ q̄d pꝛed Robtus poſt confeccõnem pꝛed ſcripti obligatoꝛij quingentaꝝ libꝛarum in condicõne pꝛedca ſuperius recitat̃ & ante diem impetracõnis bꝛis oꝛiginalis ipſius Johis Ball collegit & recepit apud Iſlington pꝛed de diꝟſis pſonis mille & trecentas libꝛas legalis monete Anglie ꝑ reddit̃ & revencon̄ debit̃ & ſpectan̄ pꝛed Gubernatoꝛi & Societat̃ novi rivi Anglice new River duct̃ a Chadwell & Amwell ad London in pꝛed condicõne pꝛed ſcripti obligatoꝛij

Replic'. Que le Def. receive 1300l. come Collector & n'ad pay ceo accordant al condit' del dit Obl'.

quingentaꝝ libraꝝ ſuperius recitat' ſpecificat' quas quidem mille & trecentas libras aut aliquem inde denar' pred Robtus ad aliquod tempus hucuſq; non ſolvit Theſaurario dcē Societatis ꝑ tempore exiſten ſecdm formam & effecm condicõnis p̄dci ſcripti obligatorij quingentarū librarū in condicõne predcā ſuperius recitat' Et idem Johes Ball ulterius dic' q̄d (ꝑ eo q̄d predict Robtus non ſolviſſet p̄dcas mille & trecentas libras Theſaurario dcē Societatis ꝑ tempore exiſten) poſtea ſcilt viceſimo primo die Aprilis anno regni Dnī Regis nunc tertio apud Iſlington pred' ipē pred Johes Ball minat' fuit ex parte predcī Willi Edwards fore implitat' & arreſtat' ſup p̄dict' ſcriptū obligatorū quingentarū librarū in condicõne predcī ſcripti hic in Cur' ꝑlat' ſpecificat' ratione cujus ipē idem Johes Ball ꝑ redempcon ſua in hac parte habend poſtea ſcil't pred viceſimo primo die Aprilis anno tertio ſup̄dicto apud Iſlington pred coactus fuit agreare cum Gubernatore & Societat' pred in conſideracõne q̄d p̄d Will'us Edwards abſtineret a ꝓſequendo ipm̄ p̄dcm Johem Ball ſup ſcript' obligatorio ꝑ pred quingent' libris ad ſolvend pred Will'o Edwards ad uſum Gubernator' & Societat' predcā ducentas & quinquaginta libras legalis monet' Anglie modo & forma ſequen videlt quinquaginta libras parcel' inde ad feſtum Scī Michaelis Archi tunc ꝓx' ſequen & al' quinquaginta libras al' parcel' inde ad feſtum Annunciacon btē Marie Virginis tunc ꝓx' ſequen Et ſic quinquaginta libras quolibet dimid anni donec p̄dcē ducent' & quinquaginta libre plenar' ſolut' forent Et ſic idem Johes Ball dic' q̄d ipē dampnificat' fuit ꝑ & ratione ipſius Johis Ball exiſten obligat' in p̄d ſcripto obligatorio quingentarū librarū in condicõne pred ſcripti hic in Cur' ꝓlat' ſuperius ſpecificat' Et hoc parat' eſt verificare unde pet' Judicm & debm ſuū predcm unacum dampnis ſuis occõne detencõnis debiti illius ſibi adjudicari &c. Demurrer & Joinder en Demurrer.

Sur que le Pl. fuit menace per le Governor & Comp' d'eſtre arreſt,

Et pur preventer ceo il fuit compell d'agreer ove le Governor & Comp' a payer al eux 250 l.

UN Exception fuit pris per *Holt* Serjeant le Roy, al Replication.

Que ne fuit aſcun ſufficient Breach aſſigne de le Condition de le primer Obligation, en que le Plaintiff eſt oblige ove le Defendant. Le Condition, *inter alia*, eſt que il payeroit touts ſums que il receiver' pur Rent ou auterment due al Governor, *&c.* al Treaſurer le dit Company deins un moys apres receipt. Et en le Replication eſt alledge, que puis le feſans del Obligation & devant le Original, le Defendant ad collect & receive 1300 *l.* pur Rent apperteignant al Governor, *&c.* Et que il *hucuſque* n'ad pay ceo al Treaſurer de dit Company:

Mes per ceo ne appiert que le Defendant ad receive ceſt Argent ou aſcun part de ceo, per le ſpace d'un Mois devant le Purchaſe del Original, & per Conſequence pur aſcun choſe que appiert en le Caſe, le Action fuit port devant cauſe de Action. Al ceo fuit reſpond per *Levinz* Accounſel ove le Plaintiff que fuit diſt que le Defendant n'ad *hucuſque* pay les 1300 *l.* *ſecundum formam & effectum conditionis*, quel fuit ſufficient allegat' que il ad receive le dit Argent per ſpace d'un Mois & pluis devant l'Original & que il n'ad paye ceo deins cet temps, eſpecialment le Demurrer eſteant general, ſans monſtrans de ceſt Matter pur Cauſe de Demurrer, & le Plaintiff puit bien prender iſſue ſur ceo. Il auxi dit, que il appiert que l'Argent fuit unpay 21 *April* 3 *Jac.* & eſt alledge que il n'eſt pay *hucuſque*, & le Action eſt de *Hill.* 3 & 4 *Jac.* 2. iſſint que ne poit eſtre mes que le Argent fuit receive pur le ſpace d'un mois devant le Action; & que ne fuit uncore pay. Mes tout le Court fuit de opinion que le Exception fuit bone, nient obſtant ceux deux Reſponſes al ceo. Et quant al primer Reſpons ils diſont que le Pl. duiſſoit aver alledge que le Def. pur le ſpace d'un mois & pluis devant le purchaſe del Original, *ſcilt'* tiel jour, *&c.* ad receive, *&c.* & n'ad ceo pay, *&c.* ou que que le Original Briefe fuit purchaſe tiel jour, & que le Def. ad receive 1300 *l.* un mois & pluis devant le dit jour, & n'ad ceo pay deins un mois apres receipt, & que le Condition eſteant cy ſpecial le general allegat' *quod non ſolvit præd'* 1300 l. accordant al forme & effect, *&c.* ne fuit ſufficient. Et pur ceo *vid.* 1 *Levinz* 145. *Brooks* v. *Dean.* 3 *Levinz* 293. *Watnough* v. *Holgate.* *Dier* 243. *b.* *Pla.* 56, 57. 2 *Saun.* 185. *Roberts* v. *Mariot.* *Winch Ent.* 302, 303. Mes uncore *vid.* *Lamplugh* & *Shier*'s Caſe apres en ceſt Livre; & 3 *Cro.* 381. *Fox* v. *Lee.*

Et quant al auter Reſpons, fuit diſt per le Court, que ceo fuit nul Reſpons al Objection, pur ceo que puit eſtre voier que les 1300 *l.* ne fueront pay *hucuſque*, & uncore que le Pl. n'ad cauſe de Action al temps de purchaſe del Original, car s'ils ne fueront receive per le ſpace d'un mois devant le Original, le Action fuit porte devant cauſe d'Action. Et auxi ſi ceſt Reſpons voile aver relate al temps de receipt de les 1300 *l.* uncore ceo eſt forſq; matter argumentative, & poiet eſtre voier que le Original en le Action fuit purchaſe long temps devant le Terme en que le Cauſe eſt; car le Action poiet eſtre continue pur ſeveral temps per un *Vic' non miſit Breve.* Et Judgment fuit ꝑnounce pur le Def. Mes apres le Pl. ad liberty d'amender ſon Replicat'.

Helme v. *Hill.*

Winford. Hill. 3 & 4 Jac. 2. Regis. Rot. 1220.

Narr' en Debt ſur Obligat'.

Ebor' ſſ. Thomas Hill nup de Whitby in Com̄ pred' alias dict' Thomam Hill de Whitby in Comitatu pred' Magiſtr' & Naut' ſuum fuit ad reſpondend' Vincentio Helme de plito qd' reddat ei quadragint' libras quas ei debet & injuſte detinet &c. Et unde idem Vincent' p Willm̄ Grey Attorñ ſuum dic' q̄d predcūs Thomas ſecundo die Januarij anno regni Dnī Regis Caroli ſecundi triceſimo primo apud Whitby in Com̄ Ebor' p quoddam ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri eidem Vincent' in predcīs quadragint' libris ſolvend' eidem Vincent' cum inde requiſit' fuiſſet predcūs tamen Thomas licet ſepius requiſit' predcās quadragint' libras eidem Vincent' nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradic' unde dic' q̄d deteriorat' eſt & dampnum het ad valenciam viginti librarum & inde produc' ſectam &c. Et profert hic in Cur' ſcriptum predcm̄ quod debm̄ predcm̄ in forma predcā teſtatur cujus dat' eſt eiſdem die & anno ſupradcīs &c.

Profer de Obligat' in Cur'.

Barr. Oyer del Obligat' & Condit'.

Le Condit' que eſt a performer Covenants en un Indent' de Apprenticeſhip.

Et predcus Thomas Hill p Walterum Partridge Attorñ ſuum veñ & defend' vim & injur' quando &c. Et petit auditum ſcripti predcī Et ei legitur &c. petit etiam auditum Condicōnis ejuſdem ſcripti Et ei legitur in hec verba ſſ. The Condition of this preſent Obligation is ſuch, That if *Francis Yeoman*, Son of the above-bounden *John Yeoman*, do well and faithfully ſerve out his time of Apprenticeſhip to the above-named *Vincent Helme*, or to his Executors, Adminiſtrators or Aſſigns, or to ſome of them; and alſo well and truly obſerve, perform, fulfil and keep all and every the Articles, Clauſes, Conditions and Agreements, which on his part ought well and faithfully to be obſerved, performed, fulfilled and kept, being mentioned in one pair of Indentures of Bargain, made, indented, concluded and agreed upon, by and between the above-named *Vincent Helme*, as Maſter, of the one part, and him the ſaid *Francis Yeoman*, as Servant and Apprentice of the other part, according to the true intent and meaning of the ſame, bearing even date with theſe Preſents, That then this preſent Obligation is to be void and of none effect, or elſe to ſtand, remain and be in full power and vertue in the Law. Quib' lcīs & auditis idem Thomas dicit q̄d pred' Vincentius accōnem ſuam predcam̄ verſus eum here non debet Quia dic' q̄d Indentura predcā

Le Indent' de Apprenticeſhip per que le Appren'eſt lie al Pl. pur ſept anns en le Trade d'un Mariner ove les common Covenants en tiels Caſes.

pꝛedc̄a in Condic̄one pꝛedc̄a ſuperius ſpecificat' fact' fuit die & anno ſupꝛadc̄is apud Whitby pꝛed' inter pꝛedc̄m Francūm Yeoman per nomen Franc̄ Yeoman de Whitmarehouſe in paroch de Sneaton & Com̄ Ebor' ex una parte & pꝛefat' Vincentium Helme per nomen Vincentij Helme de Whitby in Com̄ pꝛed' Magiſtri & Naute Anglice Mariner ex altera parte fact' cujus alteram partem ſigillo ipſius Vincentij ſignat' Idem Thomas hic in Cur̄ ꝓfert cujus dat' eſt eiſdem die & año per quam quidem Indenturam idem Francūs Yeoman cum ſuo beneplito & conſenſu amicoꝛum ſuoꝛum poſuiſſet & ſeipm̄ obligaſſet Appꝛenticium ad & cum pꝛed' Vincentio Helme inſtruct' foꝛe & doct' in arte myſterio ſive occupac̄one Naute Anglice of a Mariner quod idem Vincentius adtunc utebatur & modo Appꝛenticij cum eodem Vincentio executoꝛibʒ adminiſtratoꝛibʒ vel aſſign̄ ſuis ad deſerviend' a die dat' ejuſdem Indenture uſq; plenum finem & terminum & pꝛo integro termino ſeptem annoꝛum extunc pꝛox' ſequeñ plenar̄ complend' & finiend' durañ quo quidem dc̄o termino dc̄us Appꝛenticius inhitaret & moꝛaret cum dc̄o Magiſtro ſuo ac ipſius executoꝛes adminiſtratoꝛes vel aſſign̄ ſuos bene & fideliter deſerviret ſecreta ſua cuſtodiret mandata ſua (exiſteñ legal' & honeſt') ubiq; facere parat' foꝛet nullum dampnum vel pꝛejudicium dc̄o Magiſtro ſuo aut cum aliquibʒ ſuis Anglice to his ſaid Maſter nor none of his faceret neq; in coꝛpoꝛe bonis vel nōie nec cauſaret conſentiret vel fieri videret per alios ſed ipſa juxta abilitatem ſuam inhiberet & impediret eadem im̄ediate Magiſtro ſuo inde noticiam daret Anglice warn Tabernas aut Cerviſaria Angl' Alehouſes non frequentaret nec uteretur Niſi foꝛet in & circa negocia Magiſtri ſui ib̄m fieri Ad Chartas pictas Aleas Tabulas Globulos vocat̄ Cards, Dice, Tables, Bowls, vel alios illegal' ludos non luderet ꝑ quod Magiſter ſuus aliquod p̄judic̄m heret aut in ſuis ꝓpꝛijs bonis vel alienis durañ dc̄o termino non devaſtaret erogaret conſumeret Anglice purloin nec daret aliqua bona dc̄i Magiſtri ſui Foꝛnicac̄onem non committeret nec Matrimoniū contraheret cum aliqua ꝑſona durañ dc̄o termino nec ſeipm̄ abſentaret aut ꝓlongaret ſeipm̄ a ſervicio dc̄i Magiſtri ſui nec die nec nocte illegal' compoſ̄ de omnibʒ bonis dc̄i Magiſtri ſui ad curam ſuam com̄iſſ̄ faceret & redderet ad tal' tempus & tempoꝛa qual' ꝑ dc̄um Magiſtrum ſuū executoꝛes vel aſſign̄ ſuos adinde requireretur Et in om̄ibus ſe gereret ut b̄us & fidelis ſerviens & Appꝛentic' deberet erga dictum Magiſtrum ſuum executoꝛes adminiſtratoꝛes vel aſſign̄ ſuos & omnia ſua Anglice all his durañ dicto termino Et dc̄us Vincentius Helme Magiſter ejus ꝑ eandem Indenturam conveniſſet ꝓmiſiſſet & conceſſiſſet ꝓ ſeipſo executoꝛibʒ admi-

Covenants de part de Maſter.

administratoꝛibꝫ vel aſſign̄ ſuis ad & cum dic̄ Appꝛenticio q̄d in arte myſterio ſive occupac̄one Naute Anglice of a Mariner quo tunc utebatur ſecundum optimum medium q̄d ip̄e vel ip̄i poterant bene & vere inſtruerent & docerent & bene & vere inſtrui & doceri cauſarent dc̄m Appꝛenticium ſuum tant̄ quant̄ dc̄e arti Naute ſpectavit vel aliquo modo quocunq; ꝑtinebat ac in debo & rōnabili modo ip̄m coꝛrigeret & caſtigaret & non aliter Necnon inveniret & ꝓvideret ad & ꝓ dc̄o Appꝛenticio ſuo ſufficien̄ eſculent̄ & poculent̄ ad tempoꝛa apta unacum lect̄ & lot̄ duran̄ dc̄o termino (om̄i genere apparatus tantummodo except̄) & q̄d ip̄e dc̄us Vincentius Helme executoꝛes adminiſtratoꝛes vel aſſign̄ ſui vel aliquis eoꝝ ſolvet aut ſolvi cauſaret dc̄o Appꝛenticio ſuo Franciſco Yeoman tal̄ ſummas monete an̄uatim & quolibt an̄o qual̄ ſequuntur viz. ꝓ ſervicio pꝛimi & ſecundi an̄oꝝ in dc̄o termino nihil de Salario Anglice Wages ꝓ ſervicio Tertij quarti quinti ſexti ſeptimi annoꝝ quolibt anno ſeparatim trigint̄ ſolid̄ ꝑ annum exiſten̄ in toto ſeptem libꝛas & decem ſolid̄ ſolubil̄ vel ſolvend̄ ſemiannuatim vel ad alia apta & convenien̄ tempoꝛa Et ꝓ dc̄a ꝑfoꝛmac̄one omnium & ſinguloꝝ convencon̄ & agreament̄ alter dc̄aꝝ ꝑtiū obligaſſet ſeipū alteri firmiter ꝑ eandem Indenturam ꝓut ꝑ eandem Indenturam illam plenius apparet Et idem Thomas ulterius dic̄ q̄d per quendam Actum in Parliamento Dn̄e Elizabethe nuꝑ Regine Anglie duodecimo die Januarij anno regni ſui quinto apud Weſtm̄ in Com̄ Midd̄ tent̄ edit̄ & ꝓviſ̄ (inter alia) inactitat̄ fuit q̄d extunc licitum foꝛet om̄ibꝫ & cuilibt Pꝛopꝛietar̄ ſive Pꝛopꝛietarijs Navium ſive Navicularum & cuilibt domum tenenti Anglice Houſholder uten̄ & exercen̄ artem Anglice Trade Marium Anglice of the Seas ꝑ Piſcacon̄ vel aliter & cuilibt Bombardar' ſive Bombardarijs Anglice Gunners cōit̄ vocat̄ Outoonat̄ Anglice Outoners & cuilibt Naupego Anglice Shipwright ad capiend̄ & cuſtodiend̄ unum vel plur̄ Appꝛenticium ſive Appꝛenticios inſtruct̄ foꝛe Anglice to be brought up in dc̄a arte ſive artibꝫ Anglice Trade or Trades & q̄d quilibt tal̄ Appꝛenticius ſive Appꝛenticij eis tent̄ foꝛent ꝓ decem annis & ſubt̄ Et quilibt Appꝛenticius ſic apt̄ exiſten̄ ultra etatem ſeptem annoꝝ tent̄ gubernat̄ & uſitat̄ foꝛet per eaſdem convenc̄ones ad om̄es intenc̄ones ſecundum Conſuetud̄ Civitatis Londini Ita q̄d dc̄a convenc̄o vel ſcriptū Appꝛenticij fact̄ foꝛet per ſcriptum indentat̄ & irrotulat̄ in Villa ubi idem Appꝛenticius tunc foꝛet inhitan̄ ſi ſit Villa incoꝛpoꝛata & ſi ſit Villa mīe incoꝛpoꝛata tunc irrotulat̄ foꝛet in ꝓxima Villa incoꝛpoꝛata habitac̄on̄ cujuſlibt talis Appꝛenticij ꝓut per Statutum illud (inter alia) plenius liquet & apparet Et idem Johes ulterius dic̄ q̄d pꝛed tempoꝛe

Plea del Stat. 5 Eliz. c. 5. par. 12.

Nul Joh. eſt party al ceſt Record.

tempoꝛe confecc̃onis Indenture p̃dc̃ p̃dcus̃ Francus̃ Yeoman inhitabat in poch̃ de Sneaton in Com̃ p̃d tunc exiſten̄ non coꝛporat̃ qdq; Villa de Scarbꝛough adtunc fuit Villa coꝛpoꝛat̃ ꝓx' adjacen̄ p̃d Ville de Sneaton qdq; p̃d Vincentius apud Whitby in Com̃ p̃d adtunc & diu antea & continue poſtea hucuſq; uſus fuit & adhuc utitur arte Naute Anglice the Trade of a Mariner viz. apud Whitby p̃d qdq; p̃d Francus̃ Yeoman in Indentura p̃d ſupius menc̃onat̃ p̃dc̃o tempoꝛe confecc̃onis ejuſdem fuit ultra etatem ſeptem annoꝝ ſcilt novem annoꝝ ac ꝑ Indentur̃ ill̃ devenit Appꝛenticius ipſius Vincentij in arte ſua p̃dc̃ juxta foꝛmam & effectum Indenture p̃dc̃e Sed idem Thomas ulterius dic̃ qd Indentura illa nec altera pars inde unquam irrotulat̃ fuit in p̃d Villa de Scarbꝛough nec in aliqua Villa incoꝛpoꝛota Anglice Town-corporate hujus Regni Anglie ꝑ quod Indentur̃ illa vacua exiſtit Et hoc parat̃ eſt v̄ificare unde pet̃ Judicm̃ ſi p̃d Vincentius acc̃onem ſuam p̃d inde verſus eum habere debeat &c.

Que le dit Indenture de Apprentice ne fuit enrol en le proch' Ville corporate.

Et p̃d Vincentius dic̃ qd ipſe ꝑ aliqua p̃allegat̃ ab acc̃one ſua p̃d hend p̃cludi non debet quia ꝓteſtando qd p̃d Francus̃ in condic̃one p̃d nōiat̃ non ꝑfoꝛmavit ſeu ꝑimplevit aliqua in condic̃one p̃d & in Indentura p̃d ſupius ſpecificat̃ ex parte ſua perfoꝛmand ſecundum foꝛmam & effect̃ Condic̃onis & Indenture p̃d ꝓ plito idem Vincentius dic̃ qd p̃d Francus̃ non deſervivit p̃d Vincentio ꝑ totum tempus Appꝛenticij ſui quo ei deſervire debuit ſecundum foꝛmam & effectum Condic̃onis illius Sed p̃d Francus̃ poſtea ſcil't decimo die Maij anno regni dc̃i Dnı̃ Regis nunc pꝛimo apud Whitby p̃d a ſervicio pꝛed Vincentij deceſſit termin' Appꝛenticij ſui pꝛed non determinat̃ Et hoc parat̃ eſt v̄ificare unde pet̃ Judicm̃ & deb̃m ſuū pꝛedc̃m una cum dampnis ſuis occ̃one detenc̃onis debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

Replic' Que le Aprent. deſert le Service.

Ceſt Caſe ne fuit unques argue.

Nichols v. *Tymms.*

Cooke. Trin. 3 Jac. 2. Regis. Rot. 723.

Staff. ſſ. JOhes Tymms nup de Aſton in Com pred' Yeoman ſum fuit ad reſpondend' Antonio Nichols Gen de plito qd' reddat ei novem libras quas ei debet & injuſte detinet &c. Et unde idem Anton p Ricm Wakefield Attorn ſuu dic' qd cum quidam Petrus Macclesfield Armig' in vita ſua ſcilt ſexto decimo die Aprilis anno regni Dni Caroli primi nup Regis Anglie &c. quarto fuiſſet ſeit' de uno meſſuagio cum pertin ſcituat & exiſten in Aſton in Com pred' cum oib; & ſingulis edificijs ſtructur' horreis ſtabulis domib; extradomib; atrijs pomarijs gardinis terris teñtis pratis paſcuis paſtur' vijs aquis eaſiamentis ſubboſcis turbar' cōijs comoditat & hereditament quib;cunq; eidem meſſuagio ſpectan & pertin in dñico ſuo ut de feodo Et ſic inde ſeit exiſten idem Petrus Macclesfield in vita ſua poſtea ſcilt predco ſexto decimo die Aprilis anno quarto ſupradco apud Aſton predcam in Com pred' dimiſiſſet conceſſiſſet locaſſet tradidiſſet Anglice lett & ad firmam poſuiſſet Anglice to farm betaken cuidam Thome Walton totum illud pred' meſſuagiu ſive teñtu cum pertin ſcituat & exiſten in Aſton pred' in quo dcus Thomas Walton tunc inhitavit & vixit & oia & ſingula edificia ſtructur' horrea ſtabula domos extradomos atria pomaria gardina terras teñta prata paſcua Anglice Leaſows paſtur' vias aquas eaſiamenta ſubboſcos turbar' cōias commoditat & hereditamenta quecunq; & cujuſcunq; natur' grad ſeu qualitat dco meſſuagio ſive teñto jacen ſpectan ſive pertin vel ad & cum eiſdem ad aliquod tempus preantea uſitat dimiſſ gaviſ ſive occupat tunc in tenura ſive occupacone dicti Thome Walton ſive aſſign ſuor hend' & tenend' dcm meſſuagium ſive teñtum & oia & ſingula premiſſa predict cum eor & quibuſlibet eor pertiñ dco Thome Walton executor' adminiſtrator' & aſſign ſuis abinde p & durante termino & ſpacio nonaginta & novem annor abinde px' ſequen & plenar' complend' & finiend' ſi dcus Thomas Walton Thomas Burſhall filius Thome Burſhall de Bridgemeare in Com Ceſtr' Blackſmith & Anna uxor dci Thome Burſhall filij vel eor aliquis tam diu vixerent vel vixet ad omimod' tenentabil' comoditat & profic' voluntar' vaſt tantumodo except Reddend' & ſolvend' pinde annuatim duran dco termino ſumam viginti ſolidorum legalis monete

Debt pur Rent.

Narr'. Que un P. M. 16 April 4 Car. 1. fuit ſeiſie en fee d'un Meſſ. &c. en A.

Et que il meſme jour, &c. demiſe ceo al un T. W.

Habend' pur 99 anns ſi il & T. B. fils de T. B. &c. & A. le feme de T. le fits tamdiu viver'.

Rendant annualment 20 s.

monete Anglie ad feſtum Annunciac̄onis bt̄e Virginis Marie & Sc̄i Michis Archi vel infra viginti dies poſt aliqua dict̄ feſt̄ pr' ſequen̄ per equales & equas poꝛc̄ones virtute cujus quidem dimiſſionis idem Thomas Walton in teñta pꝛedc̄a cum pertin̄ intravit & fuit inde poſſeſſionat' rev̄c̄one inde pꝛefat̄ Petro in dñico ſuo ut de feodo ſpectañ pꝛedc̄oq; Petro Macclesfield de pꝛed' rev̄c̄one teñtoꝝ pꝛed' cum pertiñ in dñico ſuo ut de feodo ſeiſ̄ exiſteñ pꝛed' Petrus Macclesfield poſtea ſcilt primo die Apꝛilis anno regni Dn̄i Caroli ſecundi nuper Regis Anglie &c. viceſimo apud Aſton pꝛed' in Com̄ pꝛed' obijt de eadem rev̄c̄one teñtoꝛum pꝛed' cum pertiñ ſic ut pꝛefertur ſeiſ̄ poſt cujus quidem Petri moꝛtem eadem rev̄c̄ō teñtoꝝ pꝛed' cum pertiñ deſcendebat cuidam Rad'o Macclesfield nepoti Anglice Grandſon & heredi ipſius Petri videlt filio & hered' cujuſdam Radī Macclesfield qui fuit filius & heres pꝛefat̄ Petri per quod idem Radus̄ Macclesfield nepos fuit ſeiſ̄ de eadem reverc̄one teñtoꝝ pꝛedict̄ cum pertiñ in dñico ſuo ut de feodo ipſoq; Radō nepote ſic inde ſeiſ̄ exiſteñ ipſe idem Radus̄ Macclesfield nepos poſtea & infra pꝛed' terminū nonagint̄ & novem annoꝝ determinabil' ut pꝛefertur pꝛefat̄ Thome Walton in foꝛma pꝛedc̄a conceſſ̄ ſcil't tertio decimo die Octobꝛis anno regni Dn̄i Caroli ſecundi nuper Regis Anglie &c. viceſimo octavo apud Aſton pꝛed' in Com̄ pꝛed' per quandam Indentur' ſuam adtunc & ibm factam quam idem Anthus ſigillo pꝛedc̄i Radī ſignat̄ hic in Cur' ꝓfert cujus dat̄ eſt eiſdem die & anno ult̄ mentionat̄ ꝓ & in conſ̄ cujuſdem pecunie ſum̄e eidem Radō Macclesfield per pꝛedc̄m Anthm̄ Nicholls in manib; ſolut̄ barganizavit & vendidit eidem Antho Nichols pꝛedict̄ reverſionem teñtoꝝ pꝛed' cum pertiñ habend' & tenend' eidem Antho & aſſigñ ſuis a die ꝓx' ante dat' ejuſdem Indentur' ꝓ termino unius añi tunc ꝓx' ſequeñ ꝓut ꝑ eandem Indenturam (inter alia) plenius apparet virtute quarum quidem barganie & venditionis ac vigoꝛe cujuſdam Actus in Parliamento Dn̄i Henrici nuper Regis Anglie octavi apud Weſtm̄ in Com̄ Midd' quarto die Febꝛuarij anno regni ſui viceſimo ſeptimo de uſibꝰ in poſſeſſion' transferend' tunc edit̄ & ꝓviſ̄ pꝛed' Anthus Nichols fuit de pꝛed' reverſione teñtoꝝ pꝛed' cum pertiñ poſſeſſionat̄ Et ſic inde poſſeſſionat̄ pꝛedcoq; Radulph Macclesfield nepote de reverſione reverſionis ill' in dominico ſuo ut feodo ſeiſ̄ exiſten' ipſe idem Radus̄ Macclesfield nepos poſtea & infra annum pꝛed' necnon infra pꝛed' terminum nonaginta & novem annoꝛum determinabil' ut pꝛefertur pꝛefat̄ Thome Walton in foꝛma pꝛed' conceſſ̄ ſcilt quarto decimo die ejuſdem menſis Octobꝛis anno regni dc̄i nuper Regis Caroli ſecundi viceſimo octavo ſupꝛadicto apud Aſton pꝛed' in Com̄ pꝛed'

Que le Leſſor 1 April, 20 Car. 2. moruſt ſeiſie de Reverſion.

Que deſcend al R. M. ſon Grandfits & heir, &c.

Que le dit R. 17 Octobr' 28 Car. 2. per Indent' pur un certain Sum de Argent bargain & vend le dit Reverſion al Pl.

Habend' de jour devant le date, &c. pur un anne.

Grant de Reverſion en fee al Pl. 14 Octobr. 28 Car. 2.

p̄d ꝑ quandam al' Indentur̄ ſuam adtunc & ibm fact quam idem Anth̄us Nichols ſigillo p̄dci Radulphi Macclesfield nepotis ſigillat̄ hic in Cur' ꝓfert cujus dat̄ eſt eisdem die & anno ult menc̄onat̄ conceſſit eidem Antho Nichols eandem ult mentionat̄ reverc̄onem reverc̄onis teñtoꝝ p̄dc̄oꝝ cum ꝑtiñ habend & tenend eidem Antho hered & aſſign ſuis ad opus & uſum ipſius Anthi hered & aſſigñ ſuoꝝ imperpetuu ꝓut ꝑ eandem Indentur̄ ult' menc̄onat̄ (inter alia) plenius apparet virtute cujus quidem conceſſionis idem Anthonius Nichols fuit & adhuc exiſtit ſeiſit' de reverc̄one tenementorum p̄dc̄orum cum pertin in dominico ſuo ut de feodo Et idem Anthonius in facto dic qd intereſſe & reſid termini annorum p̄dci Thome Walton de & in tenementis predcis cum pertin ventur̄ & indeterminat infra p̄dc̄um terminum nonaginta & novem annorum determinabil' ut p̄fertur conceſs' ſcil't decimo die Octobris anno regni dicti nuper Regis Caroli ſecundi viceſimo octavo ſupradicto apud Aſton p̄dcam in Com predc̄o prefat Johi Tymms per med aſſignac̄on deven Idemq; Johes Tymms ꝑ p̄dcm med aſſignac̄on inde ut p̄fertur adtunc & ibm in tenementa p̄dca cum ꝑtin intravit & fuit inde poſſeſſionat ac tenementa illa cum ꝑtin uſq; ad & poſt feſtum Sci Michis Archi anno regni Domini Regis nunc primo habuit & occupavit ad novem libras de reddit' predict' tenementorum predict cum pertiñ eidem Anthonio debit & ſolubil' ꝓ novem annis finit ad p̄dcm feſtum Sci Michis Archi anno regni Domini Regis nunc primo ſupradicto poſt predict conceſſion' reverſion' tenementorum predc̄orum cum pertin' eidem Anthonio Nichols ut prefertur fact ac poſt p̄d aſſignacon' & intracon' inde ipſius Johannis Tymms in ea parte ut p̄fertur habit' & fact aretro fuer' & adhuc inſolut exiſt' per quod acc̄o accrevit eidem Antho ad exigend & habend de predc̄o Johanne Tymms p̄dict novem libras predcus tamen Johannes Tymms p̄dict novem libras licet ſepius requiſit &c. nondum ſolvit ſed ill' ei hucuſq; ſolvere om̄io contradixit & adhuc contradic ad dampnu ipſius Anthi quadragint librarum Et inde ꝓduc' ſectam &c. Cum hoc qd idem Anthonius verificare vult q̄d p̄dcus Thomas Burſhall filius poſt predcm feſtum Sci Michis Archi anno primo ſupradicto ſuperſtes & in plena vita fuit videlt apud Aſton p̄d in Com pred. Demurrer, & Joinder en Demurrer.

Que le reſidue de dit term de anns vient al Def. per meane aſſignment, &c.

Entry de Def.

Averment que T. B. le fits apres le dit feaſt de St. Mich. fuit en plein vie.

Le Pl. ad Judgment de courſe, pur ceo que le Def. ne appiert de argue ſon Demurrer. Mes *nota*, que le Title del Pl. al Rent eſt come Aſſignee del Reverſion ; & en ceſt Caſe il doit eſtre noſme Aſſignee en le Briefe, & iſſint ſont touts les Preſidents.

Et auxi n'eſt ſenſiblement alledge que 9 *l.* Rent pur 9 anns fuit due al Pl. car eſt dit en le Declaration que le Def. *occupavit tenementa prædict'* ad *novem libras* en lieu de *novem libre* fueront *aretro*, &c.

Robert Crotch v. *Eliz. Crotch*, Executrix de *Edward Crotch*.

Cooke. Trin. 3 Jac. 2. Regis. Rot. 310.

Debt pur 10 l.

Norf. ſſ. Elizabetha Crotch nup de Sparham in Com̄ pred Vid' executrix teſtamenti Edwardi Crotch nup dict Edwardo Crotch nup de Tedingham in Com̄ Norf. ſum' fuit ad reſpondend' Robto Crotch de plito qd' reddat ei decem libras quas ei injuſte detinet &c. Et unde idem Robtus p Andream Brereton Attorn̄ ſuu dic' qd' cum predcus̄ Edwardus decimo tertio die Julij anno Dni millīmo ſexcenteſimo ſeptuageſimo ſecundo apud Catton p quoddam ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri eidem Robto in pred' decem libris ſolvend' eidem Robto cum inde requiſit fuiſſet predcus̄ tamen Edwardus in vita ſua ac prefat Elizabetha poſt mortem ipſius Edwardi licet ſepius requiſit pred' decem libras eidem Roberto non reddider' ſed ill' ei reddere contradixer' Ac pred' Elizabetha ill' eidem Roberto adhuc reddere contradic' Ac injuſte detinet unde dic' qd' deteriorat eſt & dampnu habet ad valenciam viginti librarū Et inde pduc' ſectam &c. Et pfert hic in Cur' ſcriptu pred' quod debm pred' in forma pred' teſtatur cujus dat eſt die & anno ſupradicto &c.

Narr'. Sur Obligat.

Et pd' Elizabetha p Johem Tollys Attorn̄ ſuu ven̄ & defend' vim & injur' quando &c. Et pet audit ſcripti pred' Et ei legitur &c. pet etiam audit Conditionis ejuſdem ſcripti Et ei le-

Barr

Le condit'. Pur payment de 5 l. al Pl. al uſe de ſa file al temps limit en un certain Indent'.

Plea. Que le dit Indent' fuit fait enter le Teſtat' le Pl. & un H. T. Per que le Pl. enfeoffa H. T. al uſe del Teſtator & ſes heirs.

Et le Teſtator covenant a payer 5 l. al Pl. deins 2 mois apres le mort de J.B. quel J.B. eſt en vie.

gitur in hec v̄ba: The Condition of this Obligation is ſuch, That if the above-bounden *Edward Crotch*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the within-named *Robert Crotch*, to the only uſe of his Daughter *Anne*, his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of Five pounds of lawful Money of *England*, at a certain time limited in an Indenture of Feoffment keeping date with theſe preſents, That then this Obligation to be void and of none effect, or elſe to be and remain in full force and virtue. Quibꝫ ſcis & audit' idem Elizabetha dic' q̄d p̄d Robtus acc̄onem ſuam p̄d' v̄ſus eum h̄ere non debet quia dic' q̄d Indentura p̄dca in Condic̄one p̄dca ſuperius menc̄onat' fact' fuit apud Catton p̄dcam p̄dc'o decimo tertio die Julij anno Dn̄ milli'mo ſexcenteſimo ſeptuageſimo ſecundo ſup̄dic̄o inter p̄dcm Robtum ꝑ nomen Robti Crotch de Weſton in Com Norf. Yeoman ex una parte & p̄dcm Edwardum & quendm Henr' Turner Gen ꝑ nomina Edwardi Crotch de Cuddenham in Com Norf. & Henrici Turner de Interiori Templo Gen ex altera parte fact' cujus dat' eſt eiſdem die & anno ꝑ quam quidem Indenturam p̄dcus Robertus feoffavit p̄dcm Henr' Turner de & in uno meſſuagio cum ꝑtin in dc̄o Com Norf. h̄end & tenend meſſuag' ill' cum ꝑtin eidem Henr' Turner & hered ſuis impꝑm ad opus & uſum p̄dci Edwardi & hered ſuor impꝑm Et p̄dcus Edrus ꝓ ſe heredibꝫ executoribꝫ & adminiſtratoribꝫ ſuis ꝑ eandem Indenturum convenit conceſſit ꝓmiſit & agreavit ad & cum p̄fat' Robto q̄d ipſe p̄dcus Edrus ſolv̄et ſeu ſolvi cauſaret p̄fat' Robto ad ſolum uſum filie ſue Anne executoribꝰ adminiſtratoribꝰ vel aſſign ejuſdem Robti plenam & juſtam ſum̄am quinq; librar legalis monete Anglie infra ſpacm duor menſium ꝓx' poſt mortem Johis Bowe Et eadem Elizabetha in facto dic' q̄d p̄dca ſum̄a quinq; librar in eadem Indentura menc̄onat' ſic ut p̄fertur ſolvi limitat' & p̄dca ſum̄a quinq; librar in Condic̄one p̄dca ſuꝑius menc̄onat' ſunt una & eadem ſum̄a & non al' neq; div̄ſa q̄dq; p̄dcus Johes Bowe adhuc ſuꝑſtes & in plena vita exiſtit videl't apud Catton predcam Et hoc parat' eſt verificare unde pet' Judicm ſi p̄dcus Robertus acc̄onem ſuam p̄dcam verſus eum habere debeat &c.

Demurrer.

Et p̄dcus Robertus dic' q̄d p̄dcm p̄litum p̄dce Elizabethe ſuperius in barram p̄litat' minus ſufficien in lege exiſtit ad ipm Robtum ab acc̄one ſua p̄dca v̄ſus ipſam Elizabetham h̄end p̄cludend q̄dq; ipſe ad p̄litum ill' modo & forma p̄d p̄litat' neceſſe non h̄et nec ꝑ legem terre tenetur reſpondere Et hoc parat' eſt v̄ificare unde ꝓ defectu ſufficien reſpons p̄dict' Elizabethe in hac parte pet' Judicm & debitum ſuu p̄d unacum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c. Et ꝓ cāuſis moꝛac̄onis in lege in hac parte ſecundum foꝛmam Statuti in humoi caſu edit̃ & ꝓviſ̃ idem Robtus oſtend̃ Cur̃ hic cauſas ſubſequen̄ videl't qd p̃d Elizabetha in plito ſuo p̃dc̄o plitat Indenturam inter ipm̄ p̃d Robtum Crotch & p̃fat̃ Edꝛum Crotch & quendam Henr̃ Turner fact̃ quam quidem Indenturam pꝛed̃ Elizabetha ꝑ plitu ſuu p̃d hic in Cur̃ non ꝓfert acetiam qd̃ plitū ill' eſt duplex & caret foꝛma &c.

Cauſe de Demurrer, quia le Indent' n'eſt ꝓduce.

Et p̃d Elizabetha ex quo ipa ſufficien̄ materiam in lege in plito ſuo p̃dc̄o ad p̃dcm̄ Robtum ab acc̄one ſua p̃dca v̄ſus ipam̄ Elizabetham p̃cludend̃ ſupius allegavit quam ipa parat̃ eſt verificare quam quidem materiam p̃dcus̃ Robtus non dedic̃ nec ad eam aliqualit̃ reſpond̃ ut pꝛius pet' Judicm̄ Et qd̃ p̃d Robt̃ ab acc̄one ſua p̃dca verſus eandem Elizabeth hend̃ p̃cludatur &c. Et quia Juſtic̃ hic ſe adviſare volunt de & ſup̃ p̃miſſis pꝛiuſqm̄ Judicm̄ inde reddant dies dat̃ eſt partib⁹ pꝛed̃ hic uſq; in Craſtino Animaꝝ de audiendo inde judicio ſuo eo qd̃ iidem Juſtic̃ hic inde nondum &c.

Joinder en Demurrer.

H*olt* Serjeant le Roy fortment inſiſt que le Indenture doit eſtre monſtre, car il dit que ſi le Obligat' ad eſtre pur le performer de Covenants, ſans doubt ad eſtre iſſint, & icy eſt pur performer d'un Covenant, & en effect n'eſt aſcun diverſity, & que le fait eſt le excuſe del Def. & en ſa relief, & le Court doit judger ſur le fait meſme, auterment le Def. poiet imaginer un fait, & ſur ceſt ſurmiſe le Cauſe dependera, car s'il n'eſt ꝓduce, nul oyer poit eſtre de ceo, & ſi le Teſtator ad eſtre en vie il duiſſoit aver ꝓduce ceo, & le Def. que luy perſonate & repreſent doit auxi iſſint faire, & il miſt le Caſe en *Littleton*, que ſi deux font un Treſpaſs, & releaſe eſt fait al un de eux, & Action de Treſpaſs eſt port vers l'auter il poit pleader ceſt Releaſe; mes donc coment que il eſt Eſtranger, il doit aver ceo en poigne, 10 *Rep.* Dr. *Leyfield*'s Caſe. Mes le Court fuit de contrary Opinion, pur ceo que le Def. fuit Eſtranger al fait, & ceo ne appent a luy, mes al Feoffees, & el ad nul means al enforcer eux a ꝓducer ceo, & pur ceo le Court ne voet impoſer ſur le Def. un Impoſſibility, eſpecialment eſteant un Executrix. Et ceux Caſes fueront cite al ceſt purpoſe, *viz.* 1 *Cro.* 441. *Stockman* & *Hampton*'s Caſe. 2 *Cro.* 70. *Dagge* & *Kent*'s Caſe. *Dier* 277. *Pl.* 58 & 217. Countee de *Huntington*'s Caſe. Mes le Pl. avoit Conge a diſcontinuer.

Pope v. *St. Leger.*

Winford. Mich. 5 W. & M. Regis & Regine. Rot. 337.

Debt pur 107 l. 10 s.

Count pur le value de 100 Guineas ſur un wager concernant le luder d'un caſt jeƈt per le Pl. al Back-gammon de que fuit un Caſe ſtated.

Le wager d'eſtre determine per le Groom-Porter.

Le fait ſur que l'Action eſt foundue.

Mid' ſſ. JOhes St. Leger nuper de parochia Sci Martini in Campis in Com pꝛed' Armig' alias dict John St. Leger of Donerale, Eſq; ſum fuit ad reſpondend Rogero Pope Armig' de plito quod reddat ei centũ & ſeptem libꝛas & decem ſolidos quos ei debet & injuſte detinet &c. Et unde idem Rogerus per Johem Oliver Attoꝛn ſuũ dic' q̃d cum pꝛed Johes St. Leger & Rogerus Pope octavo die Julij anno Dni milliſimo ſexcenteſimo nonageſimo pꝛimo apud paroch Sci Martini in Campis in Com Midd latrunculis luſer' ad ludum Anglice vocat Back gammon Cumq; ad ludũ illũ pꝛed Rogerus adtunc & ibm uno jactu jecit quatuoꝛ ſuper un aleam & quatuoꝛ ſuper alteram aleam Anglice threw two Fours cumq; ſuperinde pꝛed Rogerus adtunc & ibm tetigit & paulatim movit duos latrunculoꝝ ſuoꝝ illoꝝ Anglice two of his Table-Men ſed non amovit illos a ſtacone ſua Anglice off from the point they ſtood on cumq; ſuperinde adtunc & ibm pignoꝛe certat fuit Anglice a Wager was laid inter pꝛed Johem St. Leger & pꝛefat Rogerum modo ſequen videlt quod pꝛed Rogerus ſolveret p̃fat Johi St. Leger centum & quinquaginta nummos aureos Anglice vocat Guineas ſi p̃fat Rogerus tenebatur jure luſus illius amovere Anglice to play duos latrunculos illos quos ita movit Quodq; pꝛed Johes St. Leger ſolveret p̃fat Rogero centum nummos aureos ſi pꝛed Rogerus non tenebatur jure luſus illius amovere Anglice to play duos latrunculos illos quos ita movit Et pꝛed Johes St. Leger & Rogerus adtunc & ibm ꝑ determinacon pignoꝛaconis illius Anglice of that Wager poſuer' ſe ſuper Judicm Atrienſis Anglie Anglice of the Groom-Porter of England cumq; pꝛed Johes St. Leger eiſdem die & anno ſupꝛadict apud paroch pꝛed ꝑ ſcriptũ ſuũ ſigillo ſuo ſigillat Cur' Dni Regis & Dne Regine nunc hic oſtenſ cujus dat eſt eiſdem die & anno cognovit pignoꝛacon pꝛed Anglice the ſaid Wager Et pꝛed' Johes St. Leger ꝑ idem ſcriptu obligavit ſeipm ſolvere p̃fat Rogero Pope vel oꝛdini ſuo centũ nummos aureos Anglice vocat Guineas quando Atrienſis Anglice ſo ſoon as the Groom-Porter adjudicaret Anglice ſhould give his Judgment in caſu illo ſi accideret q̃d judicm illud foꝛet contra p̃dcm Johem St. Leger Et in facto idem Rogerus dic' q̃d poſtea poſt confeccõnem ſcripti p̃d

& ante impetracōnem bꝛis oꝛiginalis p̄d Rog'i in Cur' hic ſcil't triceſimo pꝛimo die Julij anno Dnī millimo ſexcenteſimo nonageſimo pꝛimo ſupꝛadict' quidam Thomas Neal Ac tempoꝛe confeccōnis ſcripti pꝛed' & diu antea & abinde adhuc exiſten' Atrienſis Anglie Anglice the Groom-Porter of England in caſu pꝛed' adjudicavit contra p̄d' Johem St. Leger ſcil't q̄d p̄d' Rogerus non tenebatur jure luſus illius amovere Anglice to play duos latrunculos illos quos ita moviſſet niſi moviſſet illos a ſtacōne ſua Anglice off from the point q̄dq; centū nummi aurei Anglice vocat' Guineas tempoꝛe confeccōnis ſcripti p̄d' & diu antea fuer' & adhuc exiſt' valor' p̄d' centū & ſeptem libꝛaꝝ & decem ſolidoꝝ ſcil't apud paroch p̄d' in Com̄ p̄d' unde pꝛed' Johes St. Leger adtunc & ibm habuit noticiam p̄d' tamen Johes St. Leger licet ſepius requiſit' p̄d' centum & ſeptem libꝛas & decem ſolidos eidem Rogero non reddidit ſet ill' ei hucuſq; reddere omnino contradixit & adhuc contradic' unde dic' quod deterioꝛat' eſt Et dampnum habet ad valenciam quadꝛaginta libꝛaꝝ Et inde pduc' ſectam &c.

Le Judgm' de le Groom Porter pur le Pl.

Et pꝛed Johes p Edꝛw Haverfield Attoꝛn ſuū ven̄ & defend vim & injur' quando &c. Et pet' audit' ſcripti pꝛed Et ei legitur in hec verba ſſ. I *John St. Leger* of *Donorale* Eſq; do own that I have betted with Lieutenant-Colonel *Roger Pope* an hundred Guineas againſt an hundred and fifty, concerning a diſpute ariſing on the manner of playing a Caſt at Back-gammon, which is ſtated and ſigned by us both, and Captain *Francis Chantrel*, and referred to the deciſion of the Groom-Porter of *England*: And I do by theſe preſents oblige my ſelf on the Word and Honour of a Gentleman, to pay unto the ſaid *Roger Pope* or his order, or whom he appoints to receive it, an hundred Guineas ſo ſoon as the Groom-Porter gives his Judgment on the caſe, if it ſo happen that the Judgment be againſt me. The Queſtion to the Groom-Porter is ſtated under the Letters of *A. B.* and *C. John St. Leger* is meant by *A.* and *Roger Pope* by *B.* Given under my Hand and Seal the eighth day of *July* 1691. Quibꝰ lc̄is & audit' idem Johes dic' q̄d ipſe de debo pꝛed virtute ſcripti pꝛedc̄ onerari non debet quia dic' q̄d in Statuto in Parliamento Dnī Caroli ſecundi nuper Regis Anglie inchoat' apud Weſtm̄ in Com̄ Midd octavo die Maij anno regni dc̄ Dnī nuper Regis decimo tertio & p diverſas pꝛogacōn' & adjoꝛnament' ibm continuat' uſq; decimum tertium diem Martij anno regni ejuſdem nup Regis decimo ſexto (inter alia) Auctoꝛitat' ejuſdem Parliamenti oꝛdinat' & inactitat' fuit q̄d ſi aliqua pſona vel pſone ad aliquod tempus vel tempoꝛa poſt viceſimum nonum diem Septembr' in anno Dnī millimo ſexcenteſimo ſexageſimo quarto luderet ad & cum Pictis Chartis Anglice

Barr. Oyer de fait.

Plea del Stat. de 16 Car. 2. cap. 7. encounter exceſſive Gaming.

glice Cards aleis latrunculis pilis palmarijs Anglice Tennis globulis Anglice Bowls clavis ligneis Anglice Skittles menſa lubꝛica Anglice Shovel-board vel ad alium luſum Anglice paſtime ludum vel ludos quoſcunq; (aliter qm̃) cum & ꝓ pecunijs depoſit Anglice ready Money vel pignataretur Anglice ſhall bett ex partibus Anglice upon the ſides vel ſuꝑ manus eoꝝ qui ludunt vel luderet adinde & ꝑderet aliquam ſum̃am vel ſum̃as monet̃ vel aliam rem vel res ſic in luſum pôit̃ Anglice plaid for exceden̄ ſum̃am centū libꝛaꝝ ad aliquod unū tempus vel congreſſum ſuꝑ notam Anglice upon Ticket vel credenciam Anglice credit vel aliter & non ſolveret eadem in manibꝰ Anglice ſhall not pay down the ſame ad tempus quando ill' vel illi ſic ꝑdent eadem ꝑſona vel ꝑſone qui perdiderunt ſive perdiderint dict̃ monet̃ vel aliam rem ſive res ſic in luſum pôit̃ ſive ponend̃ Anglice ſo played or to be played for ultra ſum̃am centū libꝛaꝝ in tali caſu non obligabitur ſeu compelletur vel compellendus erit ſolvere ſeu reſpondere Anglice to make good eadem ſed contractus pꝛo eiſdem & pꝛo qualibet parte inde & om̃ia & ſingula Judicia Statuta Recogn̄ Anglice Recognizances Moꝛtgagia Anglice Mortgages Conveyancie aſſurancie obligacõnes Anglice Bonds bille ſpecialitates ꝓmiſſiones convencõnes agreamenta & alia acta fca̅ & ſecuritates quecunq; que erint obtent̃ fact̃ dat̃ cogn' ſive intrat̃ Anglice entred into ꝓ ſecuritat̃ vel ſatiſfaccon̄ eoꝛundem vel ꝓ eiſdem vel aliqua parte inde erint vacua & nullius effectus ꝓut per eundem Actum (inter alia) plenius apparet Et idem Johes in facto dic' q̃d poſt viceſimū nonū diem Septembꝛis anno Dnī milliimo ſexcenteſimo ſexageſimo quarto ſupꝛadicto & ante confeccon̄ ſcripti pꝛed̃ ſcilt pꝛed̃ octavo die Julij anno Dnī milliimo ſexcenteſimo nonageſimo pꝛimo ſuꝑdict̃ apud parochiam pꝛed̃ in Com̃ pꝛed' ipſe idem Johes & pꝛed' Rogerus ludebant cum aleis ad quendam ludum vocat̃ Back-gammon q̃dq; pꝛed' centum nummi aurei vocat̃ Guineas in pꝛed' ſcripto mencõnat̃ adtunc & ibm̃ ad unū tempꝰ & unū congreſſum Anglice meeting fuer̃ pignoꝛat̃ Anglice betted ꝑ eundem Johem cum pꝛed' Rogero & perdit̃ in luſu illo & non cum vel ꝓ pecunijs depôit̃ Anglice ready Money q̃dq; pꝛed' centum nummi aurei vocat̃ Guineas tempoꝛe pignoꝛacõnis illius Anglice at the time of the ſaid bett Necnon tempoꝛe adjudicacõnis in narr' pꝛedca̅ Rogeri per Thomam Neale in eadem narr' mencõnat̃ fieri ſuppôit̃ fuer' valoꝛis ultra ſum̃am centum libꝛarū (videl't) valoꝛis centum & ſeptem libꝛarū & decem ſolid' ſuperius petit' (videl't) apud parochiam pꝛed' in Com̃ pꝛed' Q̃dq; pꝛed' centū nummi aurei tempoꝛe luſus illius non fuer' pignoꝛat̃ Anglice betted in pecunijs depôit Anglice ready Money neq; tempoꝛe adjudicacõnis

pꝛed'

pred' in narr' p̃d fieri ſuppõit ſolut ſet ꝓ ſecuritat ſolucon̄ p̃d centū numõꝝ aureoꝝ ꝑ ipm̄ Johem cum p̃d Rogero ut p̃fertur pignorat Anglice betted Idem Johes poſtea ſcil't p̃dc̃o octavo die Julij anno Dnī milliſimo ſexcenteſimo nonageſimo primo ſupradicto apud paroch p̃d in Com̄ p̃d ſcript p̃d in narr' p̃d menconat p̃fat Rogero dedit ſigillavit & ut factum ſuum delib̃avit ꝑ quod ac vigore Statuti p̃d in eo caſu inde edit' & ꝓviſ̃ ſcriptū p̃d fuit & eſt vacuū & nullius vigoris in lege Et hoc parat' eſt v̄ificare unde pet' Judic' ſi ipſe de debo p̃dc̃o virtute ſcripti p̃dcī onari debeat &c.

Creſwell Levinz.

Demurrer.

ff. Et pred' Rogerus dic' q̃d predcm̄ pl̃itum predcī Johis St. Leger ſuperius in barram pl̃itat minus ſufficien̄ in lege exiſtit ad ipſum Rogerum ab accõne ſua predcā verſus eundem Johem St. Leger hend̃ precludend̃ q̃dq; ipſe ad pl̃itum illud modo & forma pred' pl̃itat neceſſe non het nec ꝑ legem terre tenetur reſpondere Et hoc parat' eſt v̄ificare unde ꝓ defcū ſufficien̄ reſponſ̃ in hac parte idem Rogerus pet' Judicm̄ & dampna ſua occõne detencõnis debi illius ſibi adjudicari &c. Joinder en Demurrer.

Fr. Pemberton.

SUR le Argument de ceſt Caſe ceux Points fueront debate:

1. Que ceſt Caſe fuit deins le Statute de 16 *Car.* 2. *cap.* 7.

Mes le Opinion del Court fuit clerement que ne fuit deins le Statute, quia fuit un meere collateral matter, & que happen ſur meere chance, & le Event de ceo ne depend ſur le ſucceſs del Game, & auxi le Act expreſment ꝓhibit Wagers ſur le parts ou maines de Players, & s'ils ount intend aſcun auters Wagers, eſt ꝓbable que mention ſerroit fait de eux.

2. Donc un Objection fuit fait al Declaration, (*viz.*) Que nul lieu fuit alledge ou le Groom-Porter done ſon Judgment.

Mes al ceo fuit reſpond per le Councel del Pl. que fuit un lieu alledge, car eſt dit, que le Groom-Porter *adjudicavit qdq; præd'* 100 *Guineas fuer' valoris &c. apud paroch' de S. Martini præd'*. Mes ſi le lieu ad eſtre omit uncore le Declaration fuit bone, nient obſtant ceſt Exception, pur ceo que le Def. ad confeſs le fact, & donc ceſt fault eſt cure per ceo, accordant al Sir *Rich. Grobham*'s Caſe, *Hob.* 82. *Gurnon* & *Hardye*'s Caſe, *Telv.* 11. 2 *Cro.* 682. *Buckland*'s Caſe. Et ſur ceo ceſt Exception fuit diſallow *per Cur'*.

3. Fuit object que ne appiert per le Declaration que le Groom-Porter ad done aſcun Judgment ſur le Caſe, pur ceo que n'eſt alledge que le Caſe ſtated fuit tender al Groom-Porter, ou que il ad done ſon Judgment ſur ceo.

Al que fuit reſpond per le Councel de le Pl. que per le Declaration appiert que fuit un Wager fait entre les parties, & quel ceo fuit, & donc eſt auxi alledge que le Groom-Porter *adjudicavit in caſu prædict'*; & auxi appiert per ſon Judgment que le matter en controverſie ſur ceſt Wager fuit determine per luy pur le Pl. quel fuit ſufficient. Et apres le Pl. ad Judgment per conſent de tout le Court. *Levinz* & *Birch* fueront Accouncel ove le Def. *Pemberton* & *Lutwyche* ove le Pl.

Mes un Briefe d'Error fuit port ſur ceo, & ſur ceo fuit inſiſt per le Councel del Pl. en le Briefe d'Error:

1. Que Debt en le *Debet & Detinet* (come ceſt Caſe eſt) ne giſt pur les 107 *l.* 10 *s.* car le Court ne poiet prender notice que Guineas ſont ouſter le value de 20 *s.* coment per voy de commerce & mutual compact ils paſſe pur 1 *l.* 1 *s.* 6 *d.* Mes tiel compact ne poit enhancer le value de Coin, & pur ceo que le demand doiet eſtre ſolement de 100 *l.* ou de 100 Guineas ove averment de value de eux. Il agree le caſes de Foreign Coins, & que Debt giſt pur 60 *l. Monete Flandriæ*, que amount al tant Anglois come 2 *Cro.* 88. *Telv.* 80. *Draper* & *Raſtall*'s Caſe. 1 *Leon.* 41. Mes *Latch.* 84. eſt, que pur Argent Anglois declarat' ne poit eſtre *ad valenc'*. Il auxi agree que en *Fencot* & *Burrough*'s Caſe, *Trin.* 5. *W.* & *M. B. R.* lou le Action fuit un Action ſur le Caſe ſur un Bill d'Exchange pur 55 Guineas, le Court adjudge pur le Pl. pur ceo que le Jury poiet aſſeſſer dam̄ accordant al rate donc currant. Mes auterment fuit en Debt, ou le Pl. recovera accordant al ſon demand.

Mes al ceo fuit reſpond per le Councel del Def. en le Briefe d'Error, que quant un demand Foreign Coin en ſpecie, le Briefe poit eſtre en le *Detinet* tant': Mes quant le value de ceo en Argent Anglois eſt demand, poiet eſtre en le *Debet & Detinet.* Et al ceo le C. J. & J. *Eyre* ſemblont de agreer, & per J. *Eyre* Guineas ſont come Foreign Coin.

2. Fuit move que ceſt Caſe fuit deins le Statute; mes jeo ne trove que le Councel inſiſt mult ſur ceo.

3. Fuit object, Que ne fuit averre que les 100 Guineas ne fueront pay en Specie; Et pur ceo *Raſt.* 158. *Telv.* 135. *Popham* 28. 1 *Cro.* 515. fueront cite.

Le Chief Juſtice dit que le Declaration fuit male, car le Pl. doit aver declare ſur le fait, & le Caſe auxi, & donque monſtre que le Caſe fuit port al Groom-Porter, & que il ad done ſon Judgment

ment ſur ceo. Mes icy le Pl. ad impriſe ſur luy de averrer le purport del Caſe ſans producer de ceo, que n'eſt d'eſtre ſuffer, & coment le Declaration, per voy de recital, ad monſtre le Subſtance de Caſe, uncore quant eſt en eſcript, l'eſcript meſme doit eſtre produce, come ſi *A.* & *B.* agreeont per eſcript concernant le purchaſe de terrs en *F.* & puis *A.* covenant ove *B.* d'aſſigner a luy les terrs en le dit eſcript conteine, ſi *B.* voile porter Action pur breach de ceſt Covenant, il ne poit monſtre que *A.* covenant d'aſſigner les terrs en *F.* mes les terrs en l'eſcript, & monſtre ceo, & que les terrs en l'eſcript, & en le Declaration ſont meſmes les terrs ſans aſcun variance; & il incline a reverſer le Judgment pur ceſt cauſe, & auxi pur ceo que le Pl. n'ad monſtre que les Guineas ne fueront pay en Specie; *Sed adjornat'*. Mes en *Trin.* 7 *W.* 3. le Chief Juſtice & Juſtice *Eyre* preſent le, Judgment fuit reverſe, & le Chief Juſtice done le reaſon, quia le Pl. ad monſtre Caſe & Play & Wager, & donque le fait per que les parties eux meſmes lyont *in pignoratione prædict'*, & ſur oyer de fait appiert que fuit d'eſtoyer al Judgment de le Groom-Porter ſur *Caſe ſtated and ſigned by us both*, le quel n'eſt meſme; & pur ceo le eſcript compreignant le Caſe doit aver eſtre monſtre, & Averment priſe que le Caſe en ceo, & en le Declaration fueront touts un, & coment que fuit urge que le inducement de Caſe & ceo ſtated ſont tout un; & pur ceo ou le Averment fuit devant le fait, ou puis ne fuit material, uncore le Chief Juſtice fuit d'auter Opinion, quia le Declaration ſuppoſe le fait d'eſtre a performer Wager compriſe en le fait, lou eſt a performer Caſe extrinſical, & que eſt d'eſtre couple per Averment.

Et pur ceſt reaſon le Judgment fuit revers, come jeo oye per credible Report d'un auter.

Elwick v. *Cudworth.*

Cooke. Paſch. 5 W. & M. Regis & Reginæ.

London ſſ. JOhes Cudworth nuꝑ de London Ar' als dc̄us John Cudworth of London Eſq; ſum̄ fuit ad reſpondend̄ Johi Elwick de pl'ito qd̄ reddat ei duas mille & ducentas libras quas ei debet & injuſte detinet &c. Et unde idem Johes Elwick ꝑ Samuelem Corbet Attorn̄ ſuū dic' q̄d cum ꝑ quandam Indenturam fact' apud London p̄d videlt in parochia btē Marie de Arcubꝫ in warda de Cheape triceſimo die Julij anno regni Dnī Willi & Dnē Marie nunc Regis & Regine Anglie &c. tertio inter ipm̄ Johem Elwick ꝑ nomen Johis Elwick Civis & Mercatoris de London ex una parte & p̄d Johem Cudworth ꝑ nōen Johis Cudworth de London Ar' ex altera cujus quidm̄ Indentur' alteram partem ſigillo ipſius Johis Cudworth ſignat' idem Johes Elwick hic in Cur' ꝓfert cujus dat' eſt eiſdem die & anno ꝑ & in conſideracōne ſum̄e mille & centum librarꝫ legalis monet' Angl' ſolvend̄ dc̄o Johi Elwick ꝑ p̄d Johem Cudworth ꝓut in eadem Indentur' poſtea mencōnat' fuit ipſe p̄d Johes Elwick ꝓ ſeipſo heredibꝫ executoribꝫ & adminiſtratoribꝫ ſuis convenit ꝓmiſit & agreavit ad & cum dc̄o Johe Cudworth executoribꝫ adminiſtratoribꝫ & aſſign̄ ſuis ꝑ eandem Indentur' q̄d ipſe p̄d Johes Elwick executores vel adminiſtratores ſui venderent aſſignarent & transferrent vel cauſarent transferri dict' Johi Cudworth executoribꝫ adminiſtratoribꝫ ſive aſſign̄ ſuis vel tal' al' pſone ſive pſonis qual' ipſe vel ipſi dirigerent ſive appunctuarent ſuꝑ triceſimum diem Januarij ꝓx' ſequen̄ dat' ejuſdem Indenture decem ꝓporcōnes Anglice ſhares tunc preſen̄ credit' in general' conjunct' peculio Anglice general Joint-ſtock Corporacōnis Dnī Regis & Dnē Regine ꝓ lintear' manufactur' in Anglia ſecundū uſual' formam in eo caſu fact' & ꝓviſ̄ Et p̄dcus̄ Johes Cudworth ꝓ ſeipſo hered̄ exec̄utoribꝰ & adminiſtratoribꝰ ſuis convenit ꝓmiſit & agreavit ad & cum p̄dc̄o Johe Elwick executoribꝰ adminiſtratoribꝰ & aſſign̄ ſuis ꝑ eandem Indenturam q̄d ipſe p̄dcus Johes Cudworth executores adminiſtratores ſive aſſign̄ ſui acceptarent de pred̄ decem ꝓporcōnibꝰ in uſual' modo ſuꝑ p̄dcm̄ triceſimum diem Januarij tunc ꝓx' ſequen̄ & ad idm̄ tempꝰ bene & fidelit' ſolvent ſive ſolvi cauſarent dict' Johī Elwick executoribꝰ adminiſtratoribꝰ vel aſſign̄ ſuis p̄d ſummam mille & centū librarū legalis monete Angl' Acetiam

Debt pur 2200 l.

Indent' enter les parties, 20 July, 3 W. & M.

Per que le Pl. en conſiderat' de 1100 l. d'eſtre pay a luy &c. covenant ove le Def.

Que le Pl. aſſigneroit &c. al Def. ſur le 30 jour prochein enſuant 10 ſhares en le Corporat' de le Linen Manufacture.

Et le Def. covt' &c. que il voil' donc accept eux, & al meſme temps payer al Pl. les dits 1100 l.

oīes

oves tal' ſum̄am & ſum̄as pecunie qual' ipſe p̃ed Johes Elwick executores adminiſtratores ſive aſſign ſui ſolverent in p̃ed peculiu ſup compō p̃ed' decem ꝓporcon racone adtunc nuper ordinis general' Curie vel p aliquam futuram ordinem general' Cur' vel Cur Aſſiſtanc' Et agreat fuit p & inter partes p̃ed' eidem Indentur qd oīa dividend pficua & advantagia que exurgerent hit vel fact forent per aliquam ulteriorem amplificacon Anglice enlargement dci peculij vel incrementu numeri ꝓporcon' in dca Societat ſimulcum cum oīb9 ꝓporconalib9 porconib9 peculij Hibernici a die dat ejuſdem Indentur forent ad uſu & beneficiu dict Johis Cudworth executor adminiſtrator & aſſign ſuor p̃dco Johe Cudworth incurren oīa picula geren oīa dampna & recipien oīa creſcen ſive provenien' racone p̃dict decem ꝓporcon' in dco conjunct peculio ab & poſt dat ejuſdem Indenture Ad veram performacon' cujus uterq partium p̃ed obligavit ſeipm executores & adminiſtratores ſuos alteri eor executorib9 & adminiſtratorib9 ſuis in penal' ſum̄a duar mille & ducentar librar legalis monete Anglie bene & veracit ſolvend & recuperand per eandem Indenturam prout per eandem Indentur' plenius liquet & apparet Ac licet idem Johes Elwick bene & fidelit fecit performavit perimplevit & cuſtodivit oīa & ſingula convencon' conceſſion' & agreament in Indentur p̃ed content ex parte ipſius Johis Elwick faciend performand perimplend & cuſtodiend' ſecundu formam & effectum Indentur' p̃d' In facto idem Johes Elwick dic qd p̃dcus Johes Cudworth non ſolvit neq ſolvi cauſavit eidem Johi Elwick ſive aſſign' ſuis p̃d' ſummam mille & centu librar ad vel ſuper p̃d' triceſimum diem Januarij px' ſequen' poſt dat Indentur' ſecundum formam & effectum convenconis ſue p̃ed' cum eodem Johe Elwick ut preferetur confect per quod acco accrevit eidem Johi Elwick ad exigend' & hend' de p̃ed' Johe Cudworth p̃ed' duas mille & ducent libras Predcus tamen Johes Cudworth licet ſepius requiſit &c. predcas duas mille & ducent libras ſeu aliquem inde denar' eidem Johi Elwick nondum reddidit Sed ill' ei hucuſq reddere contradixit & adhuc contradic unde dic qd deteriorat eſt Et dampnu het ad valenciam viginti librarū Et inde producit ſectam &c.

Et auxi touts tiels Sums d'Argent queux le Pl. &c. payeroit en le Stock ſur le Account de dits 10 ſhares.

Ambideux parties oblige eux l'un a l'auter en 2200 l. a perform' covenants.

Breach en nonpayment de 1100 l. al Pl. ſur le dit 30 Jan. puis le date del Indent'.

Et p̃ed' Johes Cudworth per Carolum Draper Attorn ſuu ven' & defend' vim & injur' quando &c. Et dic qd predcus Johes Elwick accon' ſuam p̃ed' verſus eum here non debet quia proteſtando qd narraco p̃ed' & materia in eadem content modo & forma p̃ed' declarat minus ſufficien in lege exiſtunt ad p̃ed' Johem Elwick ad accon' ſuam p̃ed' verſus ipm Johem Cudworth habend' manutenend' ꝓ placito idem Johes Cudworth dic'

Barr. Proteſt. que le Narr' eſt inſufficient.

Plea. Que le Def. ſur ou devant le dit 30 Jan. n'ad appoint aſcun perſon a que le Pl. aſſigneroit. Et que le Pl. ſur le dit 30 Jan. n'ad aſſigne al Def. meſme.

dic' q̄d ipſe ſuper vel ante pred' triceſimū diem Januarij pror' ſequen' dat' Indenture pred' non dixerit appunctuavit vel aſſignavit aliquam perſonam ſive perſonas cui vel quib⁹ predc̄us Joh̄es Elwick aſſignaret & transferret ſeu transferri cauſaret pred' decem ꝓporcōnes Anglice ſhares pred' credit' in general' conjunct' peculio Anglice general Joint-ſtock Corporacōnis Dn̄i Regis & Dn̄e Regine ꝑ Lintear' Manufactur' in Anglia pred' q̄dq; pred' Joh̄es Elwick ſuper eundem triceſimum diem Januarij non aſſignavit & tranſtulit ſeu transferri cauſavit eidm̄ Joh̄i Cudworth dictas decem ꝓporcōnes Anglice ſhares pred' credit' in general' conjunct' peculio Anglice general Joint-ſtock Corporacon' ill' ſecundum formam & effectum Indentur' pred' ſicq; predcā ſum̄a mille & centum librar' non devenit ſeu fuit ſolubil' eidem Joh̄i Elwick vel aſſign' ſuis per ipſm̄ Joh̄em Cudworth ad vel ſuper eundem triceſimum diem Januarij per formam Indentur' ill' ꝓut predc̄us Joh̄es Elwick ſuperius ſuppon̄ Et hoc parat' eſt ꝟificare unde pet' Judicm̄ ſi pred' Joh̄es Elwick accōn ſuam pred' ꝟſus eum ħere debeat &c.

Tho. Goodinge.

Replic'. Que le Pl. ſur le dit 30 Jan. aſſigna al Def. *Et hoc petit*, &c. *Nota*, Nul lieu.

Et pred' Joh̄es Elwick dic' q̄d ipſe per aliqua preallegat' ab accōne ſua predcā ꝟſus prefat' Joh̄em Cudworth habend' precludi non debet quia dic' q̄d ipſe pred' Joh̄es Elwick ſuper pred' triceſimum diem Januarij aſſignavit & tranſtulit predc̄o Joh̄i Cudworth dc̄as decem porcōnes Anglice ſhares pred' credit' in general' conjunct' peculio Anglice general Joint-ſtock Corporacon' pred' ſecundum formam & effectum Indentur' pred' Et hoc pet' q̄d inquiratur per priam̄ Demurrer, & Joinder en Demurrer.

UN Objection fuit fait per le Councel del Def. que nul lieu fuit alledge en le Replication, ou le Pl. ad aſſigne les 10 Shares al Def.

Mes al ceo fuit reſpond per le Councel del Pl. que ne fuit neceſſary, quia les Covenants fueront reciprocal, & le performance de un ne depend ſur le performance del auter.

Al que fuit reply per le Councel del Def. que le Aſſignment doiet precede le Payment del Argent, quia le Covenant pur le Payment de les 1100 *l.* fuit en nature d'un Condition ou Defeaſans a ſaver le forfeiture de les 2200*l.* Et pur ceo le Condit' ſerra pris pluis favourablement pur le Obligor. Iſſint que ſi le matter del Condition poiet aver deux Intendments le melieux pur le Obligor ſer-

ra pris; & pur ceo, *Dier* 17. *a.* fuit cite, que eſt un apt Caſe al ceſt purpoſe, & pur ceo *vide* le Caſe, & *Nota*, car per le Rule de ceo Caſe, & auxi per le Reſolution del Court ſur ceo, le Payment del Argent en le ore Caſe doiet referre al le acceptance de Aſſignment, & nemy al jour en que l'Aſſignment fuit d'eſtre fait, & ſi ſoit iſſint, donc fuit impoſſible que le Def. accepter' le Aſſignment devant que fuit fait. Iſſint que le voire ſenſe & meaning del fait fuit que le Pl. aſſigner' & transferrer' les Shares ſur le 30 del *January*, & que le Def. accepter' ceo, per que ſur tiel acceptance le Argent ſerroit pay. Et iſſint fuit le Opinion de tout le Court, & ſur ceo le Pl. prie Conge a diſcontinue, & ad ceo. *Lutwyche* fuit Accouncel ove le Def.

Nota, Le Replication fuit a nul purpoſe, pur ceo que nul lieu eſt alledge, ou le Pl. ad aſſigne, &c.

Hilton v. *Smith.*

Cooke. Hill. 2 W. & M. Regis & Reginæ. Rot. 739. C.B.

Ebor' ſſ. JOhes Smith nuꝑ de Pꝛieſthutton in Com Lanc' Debt pur 315 l. Yeoman als dc̄us John Smith of Prieſthutton in the County of *Lancaſter* Gentleman ſum fuit ad reſpondend Thome Hilton Armig' de plito q̄d reddat ei treſcent' & quindecim libꝛas quas ei debet & injuſte detinet &c. Et unde idem Thomas per Narr'. Que le Def. 14 March 1687. covenant a payer al Pl. 315 l. Geoꝛgium Wilſon Attoꝛn ſuu dicit q̄d cum p̄d Johes quarto decimo die Martij anno Dni milleſimo ſexcenteſimo octogeſimo ſeptimo apud Caſtru Eboꝝ in Com Eboꝝ p̄dco ꝑ quoddam ſcriptu ſuu agreamenti adtunc & ibm fact' inter ipm Thomam ꝑ nōen Thome Hilton Ar' de Beethome in Com Weſtm ex una parte & p̄dcm Johem ꝑ nōen Johis Smith de Pꝛieſthutton in Com Lanc' Gen ex altera parte Cujus unam partem ſigillo p̄dci Johis ſignat' idem Thomas hic in Cur' ꝓfert cujus dat' eſt eiſdem die & anno conventum concluſum & agreatum fuiſſet inter ipm Thomam & p̄fat' Johem q̄d idem Johes ſolvet p̄fat' Thome treſcentas & quindecim libꝛas legalis monete Anglie in foꝛma ſequen ſolvend videlt unam medietatem inde exiſten ſummam centum quinquaginta ſeptem libꝛaru & decem ſolidoꝝ legalis monete Anglie in & ſuꝑ ſecundum diem Febꝛuarij qui tunc foꝛet anno Dni milleſimo ſexcenteſimo octogeſimo octavo & alteram medietatem inde videlt al' ſum̄am centum quin-

quaginta ſeptem libꝛaꝝ & decem ſolidoꝝ ſitis legalis monete Anglie in & ſup ſecundum diem Febꝛuarij qui tunc foꝛet anno Dni millimo ſexcenteſimo octogeſimo nono put p ſcriptum illud (inter alia) plenius apparet p̄dcus tamen Johes licet ſepius requiſit p̄dcas treſcent & quindecim libꝛas ſeu aliquem denar inde eidem Thome nondum reddidit ſed ill ei hucuſq; reddere omio contradixit & adhuc contradic unde dic q̄d deteriorat eſt Et dampnu het ad valenciam decem libꝛaꝝ Et inde pduc ſectam &c.

Barr.

M. Et p̄d Johes per Ricm Husband Attoꝛn ſuu ven & defend vim & injur quando &c. Et per auditum p̄dci ſcripti agreamenti Et ei legitur in hec verba: *Memorandum*, the fourteenth day of *March* One thouſand ſix hundred eighty ſeven; *Imprimis*, It is covenanted, conditioned, concluded, articled and agreed upon, by and betwixt *Thomas Hilton* Eſq; of *Beethome* in the County of *Weſtmerland* of the one part, and *John Smith* of *Prieſthutton* in *Lancaſter* Gentleman, on the other part. Whereas Mr. *Thomas Hilton* by vertue of theſe preſents hath covenanted, concluded and articled all that his Meſſuages and Tenements, ſcituate, lying and being in *Tealland*, and within the decreed Cuſtom of the aforeſaid *Tealland*, with all and every of their Appurtenances, unto the within-named *John Smith*, and to his Heirs and Aſſigns for ever. *Item*, For the Sum of Three hundred and fifteen Pounds of good and lawful Money of *England*, the one half to be paid, that is, the Sum of One hundred and fifty ſeven Pounds and ten Shillings, in and upon the ſecond day of *February*, which is to come, and will be in the year of our Lord One thouſand ſix hundred eighty eight. *Item*, The ſaid *John Smith* to enter the ſecond day of *February* aboveſaid. *Item*, The ſaid *John Smith* or his Aſſigns is to pay the other half, that is to ſay, the Sum of One hundred fifty ſeven Pounds and ten Shillings of like lawful Money of *England*, in and upon the ſecond day of *February*, which is to come, and will be in the year of our Lord One thouſand ſix hundred eighty nine. *Item*, The aboveſaid Mr. *Thomas Hilton* doth bind himſelf by the vertue hereof, in the forfeiture of Forty Pounds of lawful Money of *England* for non-performance of the aboveſaid Articles, at and within the ſpace of one month after the ſecond day of *February* One thouſand ſix hundred eighty eight, unto the ſaid *John Smith* or Aſſigns. *Item*, The aboveſaid *John Smith* Gentleman doth bind himſelf and his Aſſigns, by vertue hereof, in the forfeiture of Forty Pounds of lawful Money of *England* for non-performance of the aforeſaid Articles, at and within the ſpace of one month after the ſecond day of *February* One thouſand ſix hundred eighty eight, unto the aboveſaid Mr. *Thomas Hilton*, or his Aſſigns.

Oyer de fait, que eſt cy unuſual, & cy ſpecial auxi, que beſoigne eſt, que il parleroit pur luy meſme a large.

Le Def. oblige luy en le forfeiture de 40 l. pur non-performance, &c.

In witneſs whereof, the parties aboveſaid have interchangeably ſet their Hands and Seals the Day and Year above-written. *Memorandum*, Before the ſealing and delivery hereof, Mr. *Thomas Hilton* is to receive the Years Rent of the Tenements of *Tealland* for the Year One thouſand ſix hundred eighty ſeven, and alſo for the Year One thouſand ſix hundred eighty eight; And alſo the ſaid Mr. *Thomas Hilton* having good Security for the remainder of the Money. **Quo lc̄o & audito idem Joh̄es dicit qđ p̄d Thomas acc̄onem ſuam p̄dcam̄ v̄ſus eum habere non debet quia proteſtando qđ narrac̄o p̄dca de & ſup p̄dc̄o ſcripto agreamenti modo & forma p̄d fact & declarat ac materia in eadem content minus ſufficien in lege exiſtunt ad p̄d Thomam ad acc̄onem ſuam p̄dcam v̄ſus ipm̄ Johem hend manutenend ꝑ plito tamen dicit qđ p̄dcus Thomas nec ante neq; ſup ſecundum diem Februarij anno Dn̄i milſimo ſexcenteſimo octogeſimo octavo ſupradicto in ſcripto agreamenti p̄d ſupius ſpecificat nec ad aliquod tempus hucuſq; fecit aliquam bonam conveianciam ſeu conceſſionem meſſuagiorum & teñtorum p̄dcorum cum ptin eidem Johi nec pmiſit neq; pmittere voluit ipm̄ intrare in eadem ſecundum formam & effectum ſcripti agreamenti p̄d Et hoc parat eſt verificare unde pet Judicm̄ ſi p̄dcus Thomas acc̄onem ſuam p̄d verſus eum here debeat &c.** Quer' morat' in Lege, Def. jungit in moratione.

Proteſtat' que le Narr' eſt inſufficient.

Pur Plea il dit que le Pl. n'ad fait aſcun bone aſſurance, &c. al Def. nec ad permit luy d'enter, &c.

Fuit object en ceſt Caſe, que les parols del fait ne voilont faire un Covenant del part le Pl. a conveier les terrs al Def. quia les parols del fait ſont en le *Præter Tenſe*, videlt', *Mr.* Thomas Hilton *hath covenanted*, &c. Et per conſequence le Def. n'ad aſcun Remedy ſi le Pl. ne perform de ſon part.

Reſp. Mes al ceo fuit reſpond per le Councel del Pl. Que les parols en le *Præter Tenſe, ut res valeat*, poient eſtre conſtrue ſicome ils avoient eſtre en le *Preſent Tenſe.* Et a prover ceo *Bedow*'s Caſe, 1 *Leon.* 25. fuit cite, & *Mo.* 31. & eo potius en ceſt Caſe, quia le fait eſt, *Imprimis, It is covenanted, concluded*, &c. Et auxi quia les parols en auter lieu ſont que le Pl. *hath covenanted*, &c. *by theſe preſents.*

2 *Obj.* Que ſont nul parols en le fait d'obliger le Pl. a conveyer les terrs al Def. les parols del fait a ceſt purpoſe eſteant ſolement que *Mr.* Thomas Hilton *by vertue of theſe preſents hath covenanted, concluded and articled all that his Meſſuages*, &c. *to the within-named* John Smith, *&c.*

Reſp. A que fuit reſpond, que eſt apparent per le contexture del fait, que fuit le intent del parties, que le Def. averoit les terrs a luy & ſes heirs. 1. Quia il fuit a payer le value de eux. 2. Pur ceo que per les expreſs parols del fait il fuit de enter en eux le 2 de *Feb.* 1688. & il ne poiet aver eux ſans conveyance; & que les parols del fait voilont amount al un Covenant &c. le Caſe de *Pordage* & *Coles*, 1 *Saun.* 319. fuit cite.

3 *Obj.* Auter Objection fuit, que le parol [Whereas] en le primer part del fait ad fait tout le fait forſq; un recital.

Reſp. A quel fuit reſpond per le Councel del Pl. Que les parols en le fait, viz. *by theſe preſents*, ne voileront admit de tiel object', car ceux parols demonſtront que il covenant per le fait, & donq; le parol [Whereas] eſt un idle inſignificant parol, & tout ouſterment d'eſtre reject, ſicome n'ad eſtre en le fait; & pur ceo le Caſe de *Crowley*, *Vaughan* 173. fuit cite, & ſont mult auters Caſes al ceſt purpoſe. Et pur meſme le reaſon le parol [*Item*] en le clauſe pur le payment de le Argent ſerra reject auxi. Et ſi les parols [Whereas] & [*Item*] ſerront reject, & les parols [*hath covenanted*] ſerront pris come en le *Preſent Tenſe* ſicome ils poient come appiert devant, donques le ſenſe voile eſtre come enſuiſt, *videlt'*, *Mr.* Thomas Hilton *doth covenant to convey all his Meſſuages*, &c.

4 *Obj.* Auter Objection fuit fait que le Pl. fuit a conveyer les terrs devant le payment del Argent.

Reſp. Al que fuit reſpond, Que ceo ne poiet eſtre, quia eſt adjudge en *Pordage* & *Cole*'s Caſe devant cite (que eſt un ſemblable Caſe) que le parol *Pro* ne fiſt condit' precedent, & ſi ſerroit iſſint il n'eſt al purpoſe pur le Def. en ceſt Caſe, car donques le payment de l'Argent eſt un Condition del part de Def. car il eſt a payer le Argent *Pro* les terrs; mes le voier effect del fait en Ley eſt, que les ſeveral Agreements ſont reciprocal Covenants. Et a prover ceo, ceux Caſes fueront cite, 3 *Leon.* 219. *Brocas*'s Caſe. *Rolls Abr.* 1 Part. 414. Letter *T.* Nu. 5. 416. Nu. 15. *Bragg* & *Nightingale*'s Caſe. Judgment pur le Plaintiff per l'Opinion de tout le Court. *Lutwyche* Accouncel ove le Plaintiff.

Wethersby & *Bence* v. *Benefice.*

Winford. Hill. 4 & 5 W. & M. Regis & Reginæ. Rot. 1421.

Debt pur 40 l.

Suff. ſſ. JOhannes Benefice nuꝑ de Southwould in Com̄ p̄d̄ Gen̄ alias dict' Johem Benefice de Southwould in Com̄ Suff Gen̄ ſum̄ fuit ad reſpondend̄ Will'o Withersby & Johi Bence Ar' de ꝑlito quod reddat eis quadraginta libras quas eis debet & injuſte detinet &c. Et unde ijdem Will'us & Johes Bence per Will'm Betts Attorn̄ ſuū dic' q̄d cum pred' Johes Benefice viceſimo ſexto die Auguſti anno regni Dnī Regis & Dnē Regine nunc quarto apud Yoxford ꝑ quoddam ſcriptum ſuū obligatoriū conceſſiſſet ſe teneri eiſdem Will'o & Johi Bence ꝑ nomina Will'i Withersby & Johis Bence Balliorꝝ Burgi de Dunwich in pred̄ quadraginta libris ſolvend̄ eiſdem Will'o & Johi Bence cum inde poſtea requiſit' eſſet p̄d̄ tamen Johes Benefice licet ſepius requiſit' pred̄ quadraginta libras eiſdem Will'o & Johi Bence nondū reddidit ſed ill' eis hucuſq; reddere contradixit & adhuc contradic' unde dic' quod deteriorat' ſunt & dampnū habent ad valenciam centū ſolidorꝝ. Et inde ꝓduc' ſectam &c. Et ꝓferunt hic in Cur' ſcriptū p̄dcm̄ quod debm̄ predcm̄ in forma predcā teſtatur cujus dat' eſt die & anno ſupradict' &c.

Narr'. Sur Obligat' fait 26 Aug. 4 W. & M. al Plaintiffs Bailiffs del Burrough de Dunwich.

Barr.

Et pred̄ Johes Benefice ꝑ Edwardū Whitaker Attorn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et pet' auditū ſcripti p̄d̄ Et ei legitur &c. pet' etiam auditū condic̄onis ejuſdem ſcripti Et ei legitur in hec v̄ba: ſſ. Condic̄o iſtius obligac̄onis talis eſt quod ſi ſup-obligat' Johes Benefice comparebit coram Juſtic' dict' Dnī Regis & dcē Dnē Regine ad pacem in Burgo pred̄ conſervand̄ necnon ad div̄ſas felon' tranſgr' & alia malefacta in dicto Burgo ꝑpetrat' audiend̄ & terminand̄ aſſign̄ ad ꝓx' general' Seſſionem Pacis Burgi pred̄ ad reſpondend̄ dc̄o Dn̄o Regi & dcē Dnē Regine de quibuſdm̄ tranſgr̄ & contempt' unde indictat' exiſtit q̄d tunc hec preſens obligac̄o vacua erit aut aliter non Quibus lectis & auditis idem Johes dic' q̄d ipē de debō pred̄ virtute ſcripti pred̄ onerari non debet Quia dic' q̄d ipē die & anno ſupradict' impriſonat' fuit per p̄dc̄os Willm̄ & Johem Bence & alios de covina ſua apud Yoxford p̄d̄ & ibm̄ in priſona detent' quouſq; idem Johes Benefice ſcriptū illud fecit & ſigillavit & prefat' Will'o & Johi Bence deliberavit Et hoc parat' eſt

Le Condit'. Que eſt pur l'appear' de Def. al ꝓch' Seſſions de Peace pur le dit Borough. A Reſponder &c. certain Treſpaſſes de queux il eſt endict'. Def. pleade Impriſonmt. per covin des Pl. &c.

eſt ꝟificare unde pet' Judicm̄ ſi ipē de debo p̄d virtute ſcripti pꝛed̄ onerari debeat &c.

Replicat'. Que al Seſſions de Peace tent' pur le Borough de D. 6 Jan. 3. W. & M.

Et p̄d Willus & Johes Bence dic̄ q̄d ipi ꝑ aliqua ſuperius ꝑtitando allegat̄ ab accōne ſua pꝛed̄ inde ꝟſus eundem Johem Beneſice habend̄ ꝑcludi non debent Quia dic̄ q̄d Burgus de Dunwich in Com̄ pꝛed̄ eſt & a tempoꝛe cujus contrarij memoꝛia hominum non exiſtit fuit antiquus Burgus q̄dq; ad Seſſionem Pacis dictoꝝ Dn̄i Regis & Dn̄e Regine tent' in & ꝑ Burgo p̄d' ante confeccōnem ſcripti pꝛed' & ſecun̄d conſuetud' Burgi illius ſexto die Januarij anno regni dci Dn̄i Regis & dce Dn̄e Regine tertio coꝛam Samuele Dꝛiver & Samuele Pacy Ballivis Burgi p̄d' & Thoma Neale Ar̄ Deputat' Recoꝛdatoꝛe ejuſd' Burgi Juſtic' dcoꝝ Dn̄i Regis & Dn̄e Regine ad pacem infra Burgum illum conſervand' necnon ad diꝟſa felonias tranſgr' & alia malefacta in eodem Burgo ꝑpetrat̄ audiend' & terminand' aſſign' ꝑ ſacrm' duodecim ꝓboꝝ & legaliū hominū Burgi illius p̄ſentat̄ fuit q̄d p̄dcus Johes Beneſice de Burgo de Dunwich p̄dca Gen̄ decimo die Novembꝛis anno regni Dn̄i Willi & Dn̄e Marie Dei Gꝛa Angl' Scoc Franc & Hibn' Regis & Regine Fidei Defenſor &c. tertio ſup̄dict̄ vi & armis &c. apud Dunwich p̄d' in Com̄ p̄d' ac infra juriſdictionem ejuſdem Cur' ſepes & fenſuras cujuſdam clauſi terre ibm̄ Balliv' Burgenſ̄ & Cōitat̄ Burgi p̄d' cōit̄ vocat̄ St. Francis Meadow illicite & injuſte dejecit & ꝓſtravit & herbam in clauſo pꝛedc̄o creſcen' & exiſten' a pꝛedc̄o decimo die Novembꝛis anno ſupꝛadict' uſq; viceſimum diem ejuſdem menſis Novembꝛis anno ſup̄dicto apud Dunwich p̄d' in Com̄ p̄d' ac infra juriſdictionem ejuſdem Cur' cum quibuſdam averijs ipſius Johis Beneſice illicite & injuſte continuando depaſt' fuit conſumpſit & pedibus ambulando ſpoliavit ad grave dampnū ipſoꝝ Ballivoꝝ Burgenſ̄ & Cōitat' Burgi p̄d ac contra pacem dict' Dn̄i Regis & Dn̄e Regine nunc Coron̄ & Dignitat' ſuas &c. q̄dq; idem Johes Beneſice viceſimo die Decembꝛis anno tertio ſup̄dict' & diꝟſis alijs diebus & vicibus tam antea quam poſtea apud Dunwich p̄dcam in Com̄ p̄d ac infra juriſdictionem ejuſdem Cur' ꝑmiſiſſet & adtunc ꝑmittebat duos puteos aque magne ꝓfunditatis jacen̄ & exiſten̄ in terris ipſ̄ Johis Beneſice quaꝝ un̄ jacebat ibm̄ ꝓpe cōem altam regiam viam ibm infra juriſdictionem ejuſdem Cur' ducen̄ a quodam loco ibm vocat' Le Maſon dieu uſq; Alder-Hallow-Church in Dunwich p̄dca patefacere ad cōem altam regiam viam p̄dcam mīe incluſ̄ vel circundat' ad grave dampnū & cōē nocumentū omnium ligeoꝝ & ſubdit' dictoꝝ Dn̄i Regis & Dn̄e Regine in ꝑ & trans eandem cōem altam regiam viam cum tranſeun̄ equitan̄ & laboꝛan̄ Et contra pacem dictoꝝ Dn̄i Regis

Le Def. fuit indict' pur un Treſpaſs en un Cloſe des Bailiffs, &c.

Et pur permittant 2 Pitts en ſa terre dem' d'eſtre overt, &c.

gis & Dnē Regine nunc Coron̄ & Dignitat̄ ſuas &c. Atq; a tempore cujus contrar̄ memoria hominum non exiſtit fuiſſet & adtunc eſſe debuit infra Burgū p̄dcm̄ ac infra juriſdictionem ejuſdem Cur̄ quedam ventimola Anglice a Wind-Mill erect̄ & edificat̄ ad cuſtag' & expens̄ ꝓpria Balliv' Burgens̄ & Cōīat̄ Burgi p̄d' & ad eorū cuſtag' & expens̄ reparand̄ & emendand̄ toties quoties & quando neceſſe fuit ꝑ molend̄ frument̄ & grana omniū inhabitantium ejuſdem Burgi Et q̄d p̄fat̄ Johes Benefice & quidam Johes Fells de Burgo & Com̄ p̄d' Gen̄ primo die Januarij anno tertio ſupradict̄ vi & armis &c. apud Dunwich pred in Com̄ pred ac infra juriſdictionem hujus Cur̄ ventimolam p̄dcam̄ illicite injuſte & abſq; aliqua authoritate diruiſſent aſportaſſent & ad uſum ſuū ꝓpriū convertiſſent Ad grave dampnū omnium inhabitantium Burgi pred Et contra pacem dictorū Dnī Regis & Dnē Regine nunc Coron' & Dignitat̄ ſuas &c. Et q̄d dict̄ Johes Benefice viceſimo quarto die Junij anno tertio ſupradicto vi & armis &c. apud Dunwich pred in Com̄ p̄d' ac infra juriſdictionem ejuſdem Cur̄ quandam partem cōis alte regie vie ibm contineñ in longitudine quadraginta virgat̄ & in latitudine ſeptem virgat̄ exiſten' part̄ cōis alte regie vie ibm ducen' a quodam loco ibm vocat̄ le Key in Dunwich p̄d uſq; Dunwich-ſtreet cum quibuſdam ſepibus & fenſtris illicite & injuſte incrochiaſſet & incluſiſſet Et eandem partem cōis alte regie vie p̄dcē ac ut prefertur incrochiat̄ & inclus̄ a predco viceſimo quarto die Junij anno ult̄ ſupradict̄ uſq; diem capcōnis ejuſdem inquiſicon̄ apud Dunwich p̄d in Com̄ p̄d ac infra juriſdictionem ejuſdem Cur̄ illicite & injuſte continuaſſet ac ratione inde cōis alta regia via p̄dca valde obſtruct̄ & coarctat̄ deveniſſet ad grave dampnum & cōe nocumentum omniū ligeorū & ſubdit̄ dictorū Regis & Regine nunc in per & trans eandem cōem altam regiam viam eun̄ transeun̄ equitañ & laboran̄ & contra pacem dcorū Dnī Regis & Dnē Regine nunc coron̄ & dignitat̄ ſuas &c. Atq; p̄d' Johes Benefice viceſimo quarto die Decembris anno tertio ſupradict̄ apud Dunwich pred in Com̄ pred ac infra juriſdictionem ejuſdem Cur̄ clam & ſecrete pandorat' fuiſſet Anglice brewed decem cados Anglice Barrels optimi poti lupulat̄ Anglice of ſtrong Beer & q̄d p̄d Johes Benefice poſtea ſcilt eodem viceſimo quarto die Decembris anno tertio ſupradicto vi & armis &c. apud Dunwich p̄d in Com̄ p̄d ac infra Juriſdictionem ejuſdem Cur̄ eoſdem decem cados optimi poti lupulat̄ Anglice Barrels of Strong Beer clam ſecrete & abſq; aliqua notitia inde dat̄ alicui Gaugeator̄ vel al' Officiar̄ dictorū Dnī Regis & Dnē Regine nunc de Excis̄ diverſis pſonis eiſdem Juratoribȝ ignot̄ vendidiſſet & ut-

Et pur proſtrater un ancient Wind Mill que les Bailiffs, &c. ſont lie a repairer.

Et pur incloſant part del haut Chemin.

Et pur Brewing 10 Barrels de Strong Beer & vendant eux ſans donant aſcun notice al Officer d'Exciſe.

teraſſet ea intencōne ad defraudand dictos Dnm Regem & Dnam Reginam nunc de eorū debit Excis dictorū decem cadorū optimi poti lupulat Anglice Barrels of Strong Beer in magnam decepcōnem dictorū Dni Regis & Dne Regine nunc contra formam ſtatut in eo caſu edit & pviſ ac contra pacem dictorū Dni Regis & Dne Regine nunc Coron & Dignitat ſuas &c. prout p Record inde in eadem Cur apud Dunwich pd reſiden plenius liquet & apparet taliterq; ſuperinde proceſs' fuit in Cur Dni Regis & Dne Regine Burgi pd qd poſtea ſcilt ſexto die Junii anno quarto ſupdicto ad Seſſionem Pacis dictorū Dni Regis & Dne Regine adtunc tent in & p Burgo pdco coram prefat Willo Withersby & Johe Bence tunc Ballivis Burgi pred' & Thoma Neale Armig' deputat Recordatore ejuſdem Burgi Juſtic dictorū Regis & Regine ad pacem infra Burgū illū conſervand necnon ad diverſa felonis tranſgr & alia malefacta in eodem Burgo ppetrat audiend & terminand aſſign extra eand Cur ſuper Indictament ill emanavit quoddam pceptū ejuſdm Cur ſigillo Cur illius ſigillat cuidam Thome Tanſley Servien ad Clavam ejuſdem Burgi ac Miniſtro Cur pred direct p quod eidem tunc Servien ad clavam ac Miniſtro Cur pd pcept fuit qd caperet eundem Johem Benefice ita qd haberet corpus ejus coram Juſtic dictorū Dni Regis & Dne Regine ad pacem in Burgo pd conſervand necnon ad diverſa felonias tranſgr & alia malefacta in dicto Burgo ppetrat audiend & terminand aſſign ad px' general Seſſionem Pacis p Burgo pd tenend ad reſpondend dict Dno Regi & Dne Regine de tranſgr & contempt pd' poſteaq; & ante pd' tunc px' Seſſionem Pacis p Burgo pd' tenend' & ante confeccōnem ſcripti obligatorii pdci ſcilt pdco viceſimo ſexto die Auguſti anno quarto ſupradicto pd' Thomas Tanſley Servien ad Clavam ac Miniſter Cur pred' ut pfertur exiſten eundem Johem Benefice p corpus ſuū infra Burgum pdcm & infra Juriſdictionem ejuſdem Cur virtute pcepti illius cepit & arreſtavit & in cuſtodia ſua ibm habuit & detinuit quouſq; idem Johes Benefice poſtea ſcilt eiſdem die & anno fecit ſcriptū obligatoriū pdcm cum condicōne ſupradict qd quidem ſcriptum cum condicon' pdicta in forma pdca fact fuit p eundem Johem Benefice p comparencia ipſ Johis Benefice ſecdm exigenciam pcepti pdci Et non p covinam pdcam Et hoc pet quod inquirat p priam.

Prout per Record' del Indictment.

Que 6 Jun. 4 W. & M. un *Capias* fuit agard vers le Def.

Direct al T. T. Sergeant del Mace. Ret' al pch' Seſſions.

Que devant le pch' *Seſſ.* ſcil' 26 Aug. 4 W. & M.

Le Sergeant arreſt le Def. & detain luy tanq' il fiſt l'Obl' pur Appearance, &c. & nemy per covin'.

Et hoc petit, &c.

Demurrer, & Joinder en Demurrer.

UN Objection ſolement fuit priſe en ceo Caſe per le Counſel de Def. *viz.* Que les Plaintiffs come ceo Caſe eſt, nount aſcun Authority a prender un Obligat' en lour noſmes demeſne ove tiel condic'. Mes ils duiſſoient aver priſe un Recogniſans en les Noſmes de Roy & Reine, *Sed non allocat'*, & le Plaintiff ad Judgment. *Lutwyche* Accounſel ove le Plaintiff.

Girle v. *Field.*

Cooke. Mich. 3 G. & M. Regis & Reginæ.

London' ſſ. RIchardus Field nuper de London' in Medicinis Doctor alias dict' Ric' Field de London' Gen' ſum' fuit ad reſpondend' Elizabethe Girle Vid' de p̄lito quod reddat ei centum libras quas ei debet & injuſte detinet &c. Et unde eadem Elizabetha per Willm Bagge Attorñ ſuũ dic' quod cum p̄red' Ric̄us triceſimo primo die Auguſti anno regni Dñi Caroli ſecundi nuper Regis Anglie &c. triceſimo primo apud Londoñ in parochia bte Marie de Arcubꝫ in warda de Cheape ꝑ quoddam ſcriptũ ſuũ obligatoriũ conceſſiſſet ſe teneri p̄fat' Elizabethe in p̄dcis centũ libris ſolvend' eidem Elizabethe cum inde requiſit' fuiſſet p̄d' tamen Ric̄us licet ſepius requiſit' p̄d' centũ libras eidem Elizabethe nondum reddidit ſed illas ei hucuſqꝫ reddere omnino contradixit & adhuc contradic' unde dic' quod deteriorat' eſt & dampnũ habet ad valenciam quadraginta librar'. Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptũ p̄d' q̄d debm p̄d' in forma p̄d' teſtatur cujꝰ dat' eſt die & anno ſup̄dict' &c. Debt pur 100 l. Narr' ſur Obl' 31 Aug. 31 Car. 2.

Et p̄d' Ric̄us ꝑ Thomam Raymond Attorñ ſuũ veñ & defend' vim & injur' quando &c. Et pet' auditũ ſcripti p̄red' & ei legitur &c. pet' etiam auditũ condicoñ ejuſdem ſcripti Et ei legitur in hec v̄ba: The Condition of this Obligation ut in Obl' v̄batim Quibꝰ lectis & auditis idem Ric̄us pet' licenciam inde interloquendi hucuſqꝫ in Octabis Sci Hillarij Et habet &c. idem dies dat' eſt p̄refat' Elizabethe hic &c.

Et p̄red' Ric̄us ꝑ Nichm Webber Attorñ ſuũ veñ & defend' vim & injur' quando &c. Et pet' auditũ ſcripti p̄red' Et ei legitur &c. pet' etiam auditũ condicoñ ejuſdem ſcripti & ei legitur Barr'

in

Condit' pur Payment de 51 l. 10s. 2 Martij ꝓch' enſuant.

in hec ꝟba : The Condition of this Obligation is ſuch, That if the above-bound *Richard Field*, his Heirs, Executors, Adminiſtrators or Aſſigns do pay or cauſe to be paid to the above-named *Elizabeth Girle*, her Executors, Adminiſtrators or Aſſigns, the Sum of Fifty-one Pounds and Ten Shillings of Lawful Money of *England*, on the ſecond Day of *March* next enſuing the Date above-written, at the now dwelling Houſe of *Henry Clarke*, Scrivener in *Friday-ſtreet*, **London**, That then this Obligation to be void, or elſe to ſtand in force and virtue. Quibꝰ lectis ⁊ auditis idem Ric̃us dicit quod p̄d' Elizabeth acc̄onem ſuam pꝛed' Ꝟſus eum habere non debet quia dic' quod poſt confecc̄onem ſcripti obligatoꝛij p̄d' ſcilt pꝛimo die Auguſti anno Dn̄i milſimo ſexcenteſimo octogeſimo apud London̄ p̄d' in paroch ⁊ warda p̄d' ip̄e idem Ric̃us quoddam al' ſcriptũ obligatoꝛiũ pꝛed' penalitate centũ libꝛaꝝ ꝑ ſoluc̄one quinquaginta ⁊ unius libꝛaꝝ ⁊ decem ſolidoꝝ ad certũ diem tunc futur' ſcribi fecit ⁊ ſigillavit Et ill' ut fact' ſuũ ad uſum p̄fat' Elizabeth adtunc ⁊ ibm deliberavit q̄d quidem ſcriptũ obligatoꝛiũ ult' menc̄onat' eadem Elizabeth adtunc ⁊ ibm en plenam ⁊ integram ſoluc̄onem ⁊ exonerac̄onem pꝛed' quinquaginta ⁊ uniꝰ libꝛaꝝ ⁊ decem ſolidoꝝ in condic̄on̄ pꝛed' ſcripti obligatoꝛij ſpec' ſuperiꝰ petit' acceptavit recepit ⁊ habuit Et hoc parat' eſt ꝟificare unde pet' Judicm̄ ſi pꝛed' Elizabeth acc̄onem ſuam pꝛed' Ꝟſus eum habere debeat ⁊c. Demurrer, & Joinder en Demurrer.

Plea que le Pl. apres le Jour en le Condit' ad accept auter Obl' en diſcharge de Sum en le Condit'.

Tho. Jenner.

JUdgment fuit done pur le Plaintiff per l'Opinion de tout le Court; coment nul Exception fuit priſe al Plea, que en ceo ne fuit dit que le ſecond Obligation fuit done en ſatisfact', &c. mes ſolement que le Plaintiff ad accept ceo en Satisfaction & Diſcharge, &c. *Lutwyche* fuit Accounſel ove le Plaintiff.

Rooke

Rooke v. *Clealand.*

Placita apud Weſtm̄ coram Georgio Treby Mil' & Socijs ſuis Juſtic' Dñi Regis & Dñæ Reginæ de Banco de Termino Sanctæ Trinitatis anno regni Dñi Willielmi & Dñæ Mariæ Dei Gratia Angliæ Scotiæ Franciæ & Hiberniæ Regis & Reginæ Fidei Defenſor', &c. ſexto. Rot. 1508.

Devon' ſſ. Heſtera Clealand nuꝑ de Aſhpꝛington in Com̄ p̄d Spinſter amita & heres Elizabeth Clealand Spinſter que fuit filia & heres Benjamini Cleland nuper dict' Benjamin Cleland, Gent. of Churſtowe in the County of Devon ſum̄ fuit ad Reſpondend̄ Elizabeth Rooke Vid̄ Adminiſtratr' bonoꝝ & catalloꝝ que fuer' Geoꝛgij Rooke qui obijt inteſtat' &c. de plito quod reddat ei ſexagint' libr' quas ei injuſte detinet &c. Et unde ead̄ Elizabeth Rooke per Henr' Legaſſick Attoꝛn̄ ſuū dic' q̄d cum p̄d Benjamin̄ (cujus filia & heres ip̄a eadem Elizabeth Clealand fuit ac cujus quidem Elizabeth amita & heres ip̄a eadem Heſtera eſt) in vita ſua ſcilt ſecundo die Auguſti año Dn̄i millimo ſexcenteſimo octogeſimo tertio apud Modbury ꝑ quandam billam ſuam obligator' quam ead̄ Elizabeth Rooke ſigillo ipſius Benjamini in vita ſua ſignat' hic in Cur' ꝓfert cujus dat' eſt eiſdem die & anno obligaſſet ſe execut' & adminiſtrat' ſuos & quemlibet & utrumq; eoꝝ conjunctim & diviſim in p̄d ſexagint' libr' legalis monet' Anglie ſolv̄e eid̄ Geoꝛgio Rooke Execut' vel Adminiſtrat' ſuis plenam ſummam trigint' libꝛarū & octodecim Solid̄ ſilis monet' ad vel ſuꝑ tertiū diem Febꝛuarij ꝓx' ſequen̄ dat' bille pꝛed̄ Et ead̄ Elizabeth Rooke in facto dic' q̄d p̄d Benjamin̄ in vita ſua non ſolvit eid̄ Geoꝛgio in vita ſua p̄d trigint' libr' & octodecim ſolid̄ ad vel ſuper tertiū diem Febꝛuar' ꝓx' ſequen̄ dat' bille p̄d quos ei ad vel ſuper eund̄ diem ſolviſſe debuit ſecdm̄ foꝛmam & effecm̄ ejuſdem bille per quod acc̄o accrevit eid̄ Geoꝛgio in vita ſua ad exigend̄ & habend̄ de p̄fat' Benjamino in vita ſua pꝛed̄ ſexagint' libr' p̄d tamen Benjamin̄ in vita ſua ac p̄d Elizabeth Clealand poſt ipſi⁹ Benjamini moꝛt' ac pꝛed̄ Heſtera poſt moꝛt' pꝛed̄ Elizabeth licet ſepius requiſit' p̄d ſexagint' libr' eid̄ Geoꝛgio in vita ſua ſeu pꝛefat' Elizabeth licet ſepius requiſit' p̄d ſexagint' libr' eid' Geoꝛgio in vita ſua ſeu p̄fat' Elizabeth Rooke poſt moꝛtem ipſius Geoꝛgij (cui quidem Elizabeth Rooke Adminiſtrac̄o bonoꝝ & catalloꝝ que fuer' ejuſdem Geoꝛgij tempoꝛe moꝛtis ſue ꝑ Francm̄ Fulwood

Debt pur 60 l. per l'Adminiſtr' de Rooke *v.* le Def. Amie & Heyre de Eliz. Clealand File & Heyre de Benj. Clealand.

Narr'. Que le dit Ben. le File & Heyre de que le Def. eſt.

2 Aug. 1683 oblige luy, &c. en 60 l. pur le Payment de 30 l. 18 s. 3 Feb. ꝓch' enſuant.

Adminiſtr' grant per le Archdeac'.

Fulwood Sacre Theolog' Profeſſor' Archid' Archid' Totton littime conſtitut' cui commiſſio in hac parte ꝑtinuit decimo die Auguſti anno Dn̄i milltimo ſexcenteſimo octogeſimo apud Modbury p̄d deƀo modo commiſſa fuit) nondū reddider' nec aliquis coꝝ reddidit ſed ill' eis reddere hucuſq; omnino contradixer' Et p̄d Heſtera ill' eid Elizabeth Rooke adhuc reddere contradic' & injuſte detinet unde dic' q̄d deterioꝛat' eſt & dampnū habet ad valenc' centū ſolid Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' Literas Adminiſtratorias p̄d Archid' que Com̄iſſion Adminiſtracon p̄d in forma p̄d teſtantur quaꝝ dat' eſt eiſdem die & anno ſupradict' &c.

Barr.

Et p̄d Heſtera ꝑ Carolum Taylor Attorn̄ ſuū ven̄ & defend vim & injur' quando &c. Et dic' q̄d ipa ut amita & heres p̄d Elizabeth Clealand filie & hered p̄d Benjamini de debito p̄d virtute bille p̄d onerari non debet quia dic' q̄d ipa ead Heſtera non habet aliqua terras ſive ten̄ta ꝑ diſcenſū hereditar' de p̄fat Benjamino in feod ſimpli nec habuit die impetrac' br̄is originalis ipſius Elizabeth Rooke nec unquam poſtea Et hoc parat' eſt v̄ificare unde pet' Judic' ſi ipa ead' Heſtera ut amita & heres p̄d Elizabeth Clealand fil' & hered p̄d Benjamini de deƀo p̄d onerari debeat &c.

Per Riens per diſcent.

Replicat' Que le Def. ad Aſſets & iſſue ſur cco.

Et p̄d Elizabeth Rooke dic' q̄d ipa ꝑ aliqua p̄allegat' ab accon ſua p̄d v̄ſus p̄fat Heſteram habend p̄cludi non debet quia dic' q̄d p̄d Heſtera ut amita & heres dc̄e Elizabeth Clealand filie & hered p̄d Benjamini die impetrac' brevis original' ipſius Elizabeth Rooke ſcil't viceſimo ſexto die Novembr' anno regni Dn̄i Willi & Dn̄e Marie nunc Regis & Regine Anglie &c. quarto habuit div̄ſa terras & ten̄ta ad valenc' debti p̄d ꝑ diſcenſum hereditar' de p̄fat' Benjamin in feodo ſimpli videl't ut amita & heres dc̄e Elizabeth Clealand filie & hered p̄d Benjamini videl't apud Modbury p̄d Et hoc pet' q̄d inquir' ꝑ priam Et pred Heſtera ſimil' Jō prec' eſt Vic' q̄d ven̄ fac' hic a die Sc̄e Trinitat' in tres Septiman̄ duodecim &c. ꝑ quos &c. Et qui nec &c. ad recogn̄ &c. quia tam &c. ad quem diem Jura inter partes pred' de pred' plito pōit' fuit inde inter eas in reſpectu hic uſq; ad hunc diem ſcil't a die Sc̄i Michaelis in tres ſeptimanas p̄ſequen̄ niſi Juſtic' Dn̄i Regis & Dn̄e Regine ad Aſſizas in Com̄ p̄d' capiend' aſſign̄ ꝑ formam Statut' &c. die Lune ſexto die Auguſti apud Caſtrū Exon' in Com̄ p̄d' prius ven̄' Et modo hic ad hunc diem ven̄ p̄d' Eliz' Rooke ꝑ Attorn' ſuū p̄d' Et p̄fat' Juſtic' ad Aſſizas coram quibus &c. miſ' hic record' ſuū in hec v̄ba Poſtea die & loco infracontent' coram Joh Powell Mil' un̄ Juſtic' Dn̄i Regis & Dn̄e Regine de Banco & Thoma Rookeby Mil' un̄ al' Juſtic' dc̄oꝝ Dn̄i Regis & Dn̄e Regine de Banco

Ven. Fa. agard.

Le Poſtea.

Juſtic' eoꝝdem Dñi Regis & Dñe Regine ad Aſſiaſ in Com Devon capiend aſſign ꝑ formam Statut' &c. ven infranõiat' Elizabetha Rooke ꝑ Attorn ſuu infracontent' & infraſcript' Heſtera Cleland licet ſolempnit' exact' non ven ſed defalt' fec Jõ Jur' unde infra fit mencõ capiatur verſus eam ꝑ defalt' Et Jur' jure ill' exact' ſilic' ven qui ad veritat' de infracontent' dicend elci triat' & jurat' dicunt ſup ſacrm ſuu q̃d quedm Anna Head diu ante ſecdm diem Auguſti anno Dñi milliſimo ſexcenteſimo octogeſimo tertio in infraſcript' narracõne mencõnat' fuit ſeiſ' de & in quodm teñto cum ptin vocat' Elſton ſcituat' & jacen in paroch de Thurſtowe in Com Devon in dñico ſuo ut de feod Dñiq ipſa p̃d Anna (de teñto p̃d ſic ut p̃fertur ſeiſ' exiſten) cepit in viru ſuu quendm Thomã Cleland ꝑ quod p̃d Thomas Cleland & Anna fuer' ſeiſ' de p̃d teñto cum pertin in dñico ſuo ut de feodo in jure ipſius Anne Ac p̃d Thomas Cleland & Anna ux' ejus hver' exit' de corporib ſuis legittime ꝓcreat infranõiat' Benjamin Cleland primogenit' filiu ſuu Et infranõiat' Heſteram Cleland filiam ſuam & null' al' exit' Dñiq poſtea & ante p̃d ſecdm diem Auguſti anno Dñi milliſimo ſexcenteſimo octogeſimo tertio ſup̃dict' p̃fat' Anna obiit de teñto p̃d cum ptin in dñico ſuo ut de feodo ut p̃fertur ſeiſ' exiſten poſt cujus quidm Anne mort' p̃fat' Thomas Cleland (qui adhuc ſupſtes & in plena vita exiſtit) ſeiſ' fuit & adhuc exiſtit de eodem teñto cum ptin in dñico ſuo ut de libo teñto ꝓ termino vite ſue tantum ut tenens inde ꝑ legem Anglie Ac revercõ teñti ill' cum pertin immediate poſt mort' p̃fat' Anne deſcendit p̃d Benjamino Cleland ut filio & heredi ejuſdem A. ꝑ q̃d p̃d B. fuit ſeiſ' de revercõne p̃d teñti cum pertin ut de feodo & jure Et ſic inde ſeiſ' exiſten idem Benjaminus billam obligatoriam in narracõne infraſcript' mencõnat' fecit & ſigillavit modo & forma ꝓut infranõiat' Elizabetha Rooke narravit Ac p̃d Benjaminus Cleland hvit exit' de corpore ſuo exeun' infranõiat' Elizabeth Cleland & null' al' exit' Poſteaq idem Benjaminus obiit de tali ſtatu ſuo in dca revercõne teñti p̃d cum ptin ut prefertur ſeiſ' poſt cujus Benjamini mortem dca revercõ teñti illius cum pertin deſcendit p̃fat' Elizabeth Cleland filie & hered p̃d Benjamini per quod p̃d Elizabeth' Cleland fuit de dca revercõne teñti illius cum pertiñ ſeiſ' ut de feodo & jure Ac poſtea eadem Elizabeth Cleland obiit de tali ſtatu ſuo in dca revercõne teñti p̃d cum pertin ut p̃fertur ſeiſ' ſine exit' de corpore ſuo exeun poſt cujus quidem Elizabeth Cleland mortem revercõ teñti p̃d cum pertin deſcendit prefat' Heſtere Cleland Amite & Heredi ipſius Elizabethe Cleland videlicet Sorori prefat' Benjamini Cleland patris ejuſdem Elizabethe Cleland per quod prefat' He-

Special Verdict que A. H. fuit ſeiſie en fee, &c.

El priſt a Baron T. C.

Ils ont iſſue B. & H.

A. moruſt ſeiſie.

Le dit T. C. Tenant per le Courteſie, & ore en vie.

Que le Reverſion deſcende a B. le fits que fuit le Obligor.

Que B. avoit iſſue Eliz. & moruſt.

Deſcent al Eliz.

Eliz. moruſt.

Deſcent al Heſter le Aunt.

Le doubt del Jury.

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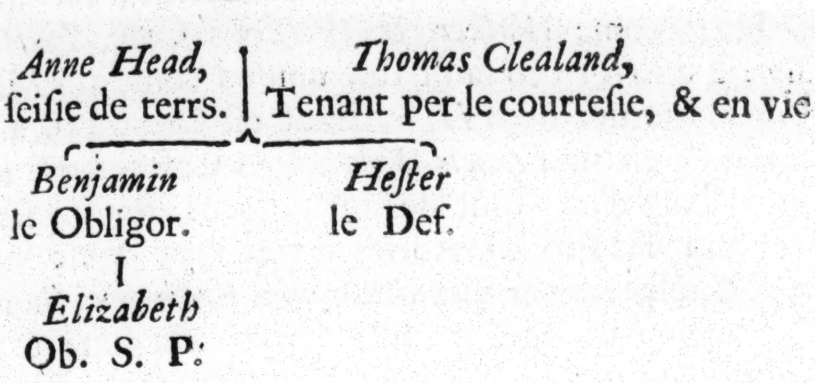
Le Pedigree en ceo Caſe.



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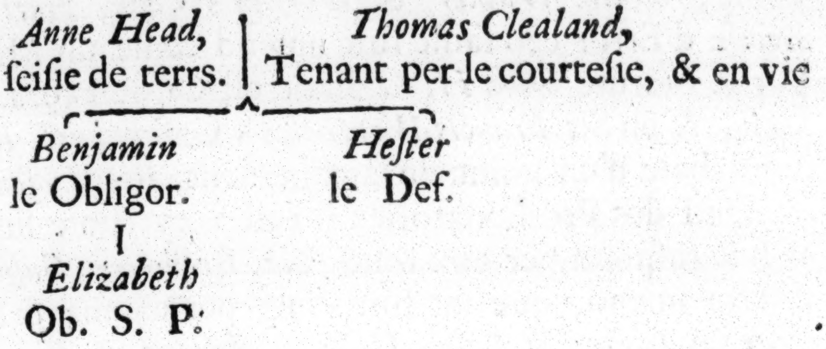

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Mes *nota*, Que en le principal Caſe n'eſt alledge en le Declaration que le Obligor ad oblige luy & ſes Heires per le Bill Obligatory, mes nul notice fuit priſe de ceo.

Mes ſi ad eſtre object, per les Authorities ſuivants ad eſtre mendable; come *Walker* & *Worſley*'s Caſe, *Hutton* 83. lou apres Briefe d'Error ceo fault fuit amend come un Miſpriſion de Clerk per le Statute de 8 *H.* 6. Iſſint eſt *Co.* 8. 159. *a.* en *Blackamore*'s Caſe, & en Sir *Francis Wortheley*'s Caſe, *Litt. Rep.* 278, 279. la ſur debate d'un point de amendment, *Richardſon* le Chief Juſtice demand des Prothonatories ſi ceſt very choſe fuit amendable, & il fuit reſpond per eux touts, *viz.* *Brownlow*, *Gulſton* & *Moile*, que il ſerra amend, que ne fuit deny per aſcun; & le greinder Opinion en *Forger* & *Sale*'s Caſe, 1 *Jones* 199. eſt, que eſt amendable. Le reaſon que eſt done vers ceo per Juſtice *Jones*, que eſt de contrary Opinion en ceo Caſe, eſt pur ceo que l'Attorney ad impriſt ſur luy de faire ceo, que un Councel doit faire, & le Act de Councel n'eſt amendable: Mes eſt bien conus al nous a ceſt jour, que Councel n'eſt unques concern en le traher de Declarations en Actions de Debt ſur Obligat'.

Joſeph Knight & *Philippa* Ux' ejus, v. le Corporation de *Wells*.

Tempeſt. Placita apud *Weſtm'* coram *Georgio Treby* Milite & Socijs ſuis Juſtic' Domini Regis & Domine Regine de Banco de Termino Sancte Trinitat' anno regni Domini *Gulielmi* & Domine *Mariæ* Dei Gratia *Angliæ Scotiæ Franciæ* & *Hiberniæ* Regis & Regine Fidei Defenſor' &c. ſexto. Rot. 364.

Alias prout patet Termino Sancti *Hillarij* ult' preterito. Rot. 1098. continetur ſic:

Somerſet ſſ. Major Magiſtri & Burgenſes Civit' ſive Burgi Wellen als dc̄i Majorem Aldermannos & Burgenſes Civit' ſive Burgi Wellen in Com̄ Somerſet in miā ꝑ pluribꝰ defalt &c. ijdem Major Magiſtri & Burgenſes Cum̄ fuer' ad reſpondend' Joſepho Knight Armigero & Philippe ux'

ur' ejus nuper dcē Philippe Gore de plito q̄d reddant eis ducentas libras quas eis debent & injuſte detinent &c. Et unde iidem Joſephus & Philippa per Joſephū Pate Attorn' ſuū dic' q̄d cum pred' Major Magiſtri & Burgenſes per nomen Majoris Aldermannoꝝ & Burgenſium Civit' ſive Burgi Wellen' in Com̄ Somerſet duodecimo die Julij anno regni Dnī Jacobi ſecundi nuper Regis Anglie &c. ſecundo apud Civit' Wellen' in Com̄ Somerſet per quoddam ſcriptū ſuū obligatoriū ſigillo ſuo cō ſigillat' quod iidem Joſephus Knight & Philippa hic in Cur' profer' cujus dat' eiſdem die & anno conceſſiſſent ſe teneri eidem Philippe dum ipā ſola fuit per nomen Dnē Philippe Gore de Barrow in Com̄ pred' vid' in pred' ducentis libris ſolvend' eidem Philippe cum inde requiſit' fuiſſent predcī tamen Major Magiſtri & Burgenſes Civit' ſive Burgi Wellen' pred' licet ſepius requiſit' pred' ducentas libras eidem Philippe dum ipā ſola fuit ſeu eiſdem Joſepho Knight & Philippe poſt diſponſal' inter eas celebrat' non reddider' ſed ill' eis reddere contradixer' & adhuc contradic' unde dic' q̄d deteriorat' ſunt & dampnum habent ad valenciam quadragint' libraꝝ Et inde produc' ſectam &c.

Narr'.
Sur Obligat' fait al Feme Pl. donc ſole. Que les dits Major Maſter & Burgeſſes per noſme de Major Aldermen & Burgeſſes oblige eux al Pl. Philippa, &c.

Et pred' Major Magiſtri & Burgenſes per Johem Davies Attorn' ſuū ven' & defend' vim & injur' quando &c. Et pet' licenc' inde interloquend' hicuſq; a die Paſche in quindecim dies Et habent &c. idem dies dat' eſt pred' Joſepho & Philippe hic &c. ad quem diem hic ven' tam pred' Joſephus & Philippa quam prefat' Major Magiſtri & Burgenſes per Attorn' ſuos pred' Et pred' Major Magiſtri & Burgenſes ulterius pet' licenciam inde interloquendi hicuſq; in Craſtino Scē Trinitatis Et hent &c. Idem dies dat' eſt prefat' Joſepho & Philippe hic &c. Et modo hic ad hunc diem ſcil't ad pred' Craſtin' Scē Trinitatis ven' tam pred' Major Magiſtri & Burgenſes quam prefat' Joſephus & Philippa per Attorn' ſuos pred' Et ſuper hoc iidem Joſephus & Philippa pet' q̄d pred' Major Magiſtri & Burgenſes ad Narrac̄onem ſuam pred' reſpondeant Et iidem Major Magiſtri & Burgenſes ut prius defend' vim & injur' quando &c. Et dic' q̄d ipſi de debo pred' virtute ſcripti obligatorij pred' onerari non debent quia dic' q̄d ſcriptum illud non eſt factum ipſoꝝ Majoris Magiſtri & Burgenſiū Et de hoc pon' ſe ſuper priam̄ Et pred' Joſephus & Philippa ſiīiter Jō precept' eſt Vic' quod venire fac' hic a die Scē Trinitatis in tres ſeptimanas duodecim &c. per quos &c. Et qui nec &c. ad recogn' &c. quia tam &c. Ad quem diem Jura inter partes pred' de predc̄o plito pōit' fuit inde inter eos in reſpcm̄ hicuſq; ad hunc diem ſcil't a die Scī Mich in tres ſeptimanas tunc pr' ſequen' Niſi Juſtic'

Barr.
Imparlance per noſme de Major Maſter & Burgeſſes.

Auter Imparlance.

Plea *Non eſt factum*, & Iſſue ſur ceo.

Dnī

Niſi prius agard.

Dn̄i Regis & Dn̄e Regine ad Aſſiaſ̃ in Com̃ pred' capiend' aſſign' per formam Statut' &c. die Mercurij decimo quinto die Auguſti pr' preterit' apud Civit' Wellen' in Com̃ pred' prius ven' Et modo hic ad hunc diem ven' tam pred' Joſephus & Philippa quam pred' Major Magiſtri & Burgenſes Civit' ſive Burgi Wellen' per Attorn' ſuos pred' Et prefat Juſtic' ad Aſſiaſ̃ coram &c. miſ̃ hic recordū ſuū in hec v̄ba Poſtea die & loco infracontent' coram Joh̄e Powell Mil' un̄ Juſtic' Dn̄i Regis & Dn̄e Regine de Banco & Thoma Rokeby Mil' alter' Juſtic' dict' Dn̄i Regis & Dn̄e Regine de Banco Juſtic' ipſorum Dn̄i Regis & Dn̄e Regine ad Aſſiaſ̃ in Com̄ Somerſet capiend̄ aſſign̄ ꝑ formam Statuti &c. ven̄ tam infranominat' Joſephus Knight Ar' & Philippa ux' ejus nuꝑ dict' Philippe Gore quam infraſcript' Major Magiſtri & Burgenſ̃ Civit' ſive Burgi Wellen̄ al's dict' Major Alderman̄ & Burgenſ̃ Civit' ſive Burgi Wellen̄ in Com̄ Somerſet ꝑ Attorn̄ ſuos infracontent' & Jur' jur̄e unde infra fit menc̄o exact' quidm̄ eor̄ videl't Thomas Samborne Jacobꝫ Tucker & Joſephus Horle vener' & in juratam ill' jurat' exiſtunt Et quia reſid̄ Jur' ejuſdem Jur̄e non comperuer' Id̄o alij die circumſtantibꝫ ꝑ Vic' Com̄ p̄d̄ ad hoc elect' ad requiſic̄on̄ p̄d̄ Joſephi & Philippe ux' ejus ac ꝑ mandat' Juſtic' p̄d̄ de Novo apponunt' Quor̄ nōia panello infraſcript' affilantur ſecundum formam Statut' in humōi caſu nuꝑ edit' & ꝓviſ̃ Ac Jur' ſic de Novo appōit' videl't Joh̄es Webber Joh̄es Spireing Egidius Ford Will'us Bagg Edr̄us Auſtice Hugo Brome Willꝰ Horler Joh̄es Butcher & Joh̄es Cording exact' ſilit' Vener' qui ad veritat' de infracontent' ſimulcum alijs Jur' p̄d̄ prius ad hoc impanellat' & jurat' dicend̄ elect' triat' & jurat' dicunt ſuꝑ ſacrm̄ ſuū qd̄ diu ante tempus confecc̄onis ſcripti obligatorij infraſcript' Dn̄a Elizabetha nuꝑ Regina Anglie &c. ꝑ literas ſuas ſub magno ſigillo ſuo Angl' Patentes geren̄ dat' decimo nono die Julij anno regni ſui triceſimo primo Recitando q̄d cum Civitas ſive Burgus de Wells in Com̄ Somerſ̃ fuit villa antiqua & populoſa Eadem igitur Regina volen̄ qd̄ de cetero imppm̄ in eadem Civitat' ſive Burgo continuo haberetur unus certus & indubitatus modus de & ꝓ cuſtodia pacis & regimine & gub̄nac̄one populi ibm̄ Et qd̄ Civitas ſive Burgus p̄d̄ de cetero & imppm̄ eſſet & remaneret Civitas ſive Burgus pacis & quietis ad formidinem & terrorem malor̄ & in p̄mio bonor̄ & qd̄ pax ceteraqꝫ facta Juſticie ibm abſqꝫ ulteriori dilōne ſerventur ſperanſqꝫ qd̄ Burgenſes Civitatis ſive Burgi ill' ob favorem & graciam ejuſdem Regine eis in eiſdem literis ſuis Patentibꝫ conceſſ' & declarat' ſervitia que poſuit eidem Regine ac heredibꝫ & ſucceſſor' ſuis impenda & exhibenda ſpecialius

Special Verdict.

Que Reine Eliz. per ſes Letters Patents.

alius fortiuſqꝫ ſentirent ſe obligatos De gr̃a ſua ſpecial' ac ex certa ſcientia & mero motu ſuo voluiſſet ordinaſſet conſtituiſſet declaraſſet conceſſiſſet Ac per eaſdem literas patentes ꝓ ſe heredibꝫ & ſucceſſoribꝫ voluit ordinavit conſtituit declaravit & conceſſit q̃d dc̃a Civitas ſive Burgus de Wells in dc̃o Com̃ Somerſ̃ de cetero foret & eſſet libera Civitas ſive Burgus de ſe Et q̃d Burgenſes Civitatis ſive Burgi ill' & Succeſſores ſui de cetero imppm̃ forent & eſſent unũ corpus corporat' & politicũ in re facto & nõie ꝑ nõen Majoris Magiſtr' & Burgenſiũ Civitatis ſive Burgi de Wells in Com̃ Somerſ̃ Et eos ꝑ nomen Majoris Magiſtr' & Burgenſium Civitatis ſive Burgi de Wells in Com̃ Somerſ̃ unũ corpus corporatum & politicũ in re facto & nomine realit' & ad plenũ ꝓ ſeipã Regina heredibꝫ & ſucceſſoribꝫ ſuis erexit fecit ordinavit conſtituit & declaravit ꝑ eaſdem literas ſuas patentes Et q̃d ꝑ idem nõen ħerent ſucceſſionem ꝑpetuam Et q̃d ipĩ ꝑ nomen Majoris Magiſtr' & Burgenſium Civitat' ſive Burgi de Wells forent & eſſent ꝑpetuis futuris temporibꝫ ꝑſone habiles & in lege capaces ad habend̃ ꝑquirend̃ recipiend̃ & poſſidend̃ terras tẽnta libtates Privilegia Juriſdicc̃ones Franchias & Hereditament' cujuſcunqꝫ generis nature vel ſpeciei forent ſibi & ſucceſſoribꝫ ſuis in feodo & ꝑpetuitate Etiam bona & catalla & quaſcunqꝫ alias res cujuſcunqꝫ generis nature vel ſpeciei forent necnon ad dand̃ concedend̃ dimittend̃ & aſſignand̃ terras tẽnta & hereditament' ac om̃ia & ſingula alia facta & res faciend̃ & exequend̃ ꝑ nomen p̃d̃ Et quod per idem nomen Majoris Magiſtr' & Burgenſium Civitat' ſive Burgi de Wells in Com̃ Somerſ̃ p̃d̃ plitari & implitari reſpondere & reſponderi defendere & defendi valerent & poſſent in quibuſcunqꝫ Curijs placiis & locis ac coram quibuſcunqꝫ Judicibꝫ & Judic' & al' ꝑſonĩ & officiar' dc̃e nuper Regine ac hered̃ & ſucceſſoꝝ ſuoꝝ in om̃ibꝰ ſectis querel' cauſis materijs & demand̃ quibuſcunqꝫ cujuſcunqꝫ eſſent generis nature ſeu ſpeciei eiſdem modo & forma ꝓut al' ligei dc̃e nuꝑ Regine hujus regni Anglie perſone habiles & in lege capaces plitare & implitare reſpondere & reſponderi defendere & defendi ac here ꝑquirere reciꝑe poſſidere dare concedere & dimittere valerent & poſſent Et q̃d p̃d̃ Major Magrĩ & Burgenſes Civit' ſive Burgi p̃d̃ & ſucceſſores ſui haberent imppm̃ coẽ ſigillum ꝓ cauſis & negocijs ſuis ac ſucceſſoꝝ ſuoꝝ quibuſcunqꝫ agend̃ ſerviturum ac q̃d bene liceret & licitum foret eiſdem Majori Magiſtr' & Burgenſibꝰ & ſucceſſor' ſuis ſigill' ill' ad libitum ſuum de tempore in tempus frangere mutare & de Novo facere ꝓut eis melius fieri & fore videretur Et ulterius eadem nuꝑ Regina voluit & ꝑ eaſdem literas ſuas patentes pro ſeipã heredibꝰ & ſucceſſoribus ſuis ordinavit

Incorporate de novo le dit City de Wells.

Per noſme de Major Maſters & Burgeſſes, &c.

Et que ils per ceſt noſme poient emplead & eſtre emplead.

Auters Privileges, &c. queux ne ſont neceſſary d'eſtre recite.

navit q̄d imperpetuū tunc de cetero forent & eſſent in Civit̄ ſive Burgo p̄d' unus Major & viginti tres de magis diſcretiorib⁹ & ꝓbiorib⁹ Burgenſibus Civit̄ ſive Burgi p̄d' qui vocat̄ forent Coīe Conciliū Civitatis ſive Burgi p̄d' & eſſent auxiliañ & aſſiſteñ Majori dc̄e Civitat̄ ſive Burgi de Wells ꝓ tempore exiſtente in om̄ibus cauſis & materijs Civitatem ſive Burgum p̄d' concerneñ Et ulterius eadem nuper Regina voluit ac per eaſdem literas ſuas patentes ꝓ ſeip̄a heredib⁹ & ſucceſſorib⁹ ſuis conceſſit p̄fat̄ Majori Magiſtr' & Burgenſ̄ Civit̄ ſive Burgi p̄d' & eoꝝ ſucceſſorib⁹ quod ipi & ſucceſſores ſui per Majorem Civit̄ ſive Burgi p̄d' qui ꝓ tempore foret ac Magiſtr' & Burgenſes & Coīe Concilium Civitatis ſive Burgi ill' vel per majorem partem eoꝝ Majoris Magrī & Burgenſium quoꝝ Majorem ejuſdem Civitat̄ ſive Burgi ꝓ tempore exiſteñ & duos Magiſtr' Civit̄ ſive Burgi p̄d' tres eſſe voluit eadem nuper Regina q̄d haberent plenam poteſtatem & facultatem condendi conſtituendi ordinandi & faciendi de tempore in tempus humōi Statuta & Ordinac̄ones rōnabilia quecunq; ꝓ bonis regimine & gubernac̄one Burgenſium ac inh̄itantium Civitatis ſive Burgi p̄d' ꝓ tempore exiſteñ ac ꝓ declarac̄one quo modo & ordine p̄d' Major Magiſtri & Burgenſes Artifices Inh̄itantes & Reſidentes Civitatis ſive Burgi ill' in Officijs Myſterijs Artificijs & Negocijs ſuis infra Burgū p̄d' ac limites ejuſdem ꝓ tempore exiſteñ ſeſe h̄erent ac gererent & uſi forent ac aliter pro ulteriori bona & publica utilitate & regimine Civitatis ſive Burgi ill' ac victualac̄one ejuſdem Civitatis ſive Burgi Acetiam ꝓ meliori p̄ſervac̄one gubernac̄one diſpoſic̄one locac̄one & dimiſſione terraꝝ teñtoꝝ poſſeſſioñ revencoñ & hereditamentoꝝ p̄fat̄ Majori Magiſtris & Burgenſibus & ſucceſſorib⁹ ſuis datoꝝ conceſſoꝝ ſive aſſignatoꝝ aut impoſterū dandoꝝ concedendoꝝ ſive aſſignandoꝝ ac res & cauſas alias quaſcunq; tangentes ſeu quoquo modo concernentes Civit̄ ſive Burgū p̄d' aut Statuta Jura & Intereſſe ejuſdem Civitatis ſive Burgi que eis bona ſalubria utilia honeſta & neceſſaria juxta eorum ſanas diſcrec̄ones fore videretur non exiſtentia in aliquo p̄judicalia Ep̄o Bathoñ & Welleñ & ſucceſſorib⁹ ſuis ꝓ tempore exiſteñ aut libtatibus ſuis nec Decano & Capitul' Eccl̄ie Cath̄lis Wellen' & ſucceſſoribus ſuis aut contra leges & conſuetudines hujus Regni Anglie Et q̄d ipi & ſucceſſores ſui per Majorem qui ꝓ tempore foret & Magiſtros & Burgenſes exiſtentes Coīe Conciliū ejuſdem Civitatis ſive Burgi vel majorem partem eorundem ut p̄fertur quotieſcunq; humōi Leges Statuta & Ordinac̄ones facerent conderent ordinar' & ſtabilirent in forma predc̄a humōi & tales rōnabiles penas punic̄ones penalitates & impriſ-

onament' coꝛpoꝛis vel ꝑ finem & amerciament' vel ꝑ eoꝛum
trumqꝫ erga & ſuꝑ omnes delinquentes contra humoð leges
tatuta & oꝛdinacōnes ſive eoꝛum aliquod ſive aliqua qualia
que eiſdem Majoꝛi Magiſtris & Burgenſibus Comuni
Concilio Civitat' ſive Burgi pꝛedict' pꝛo tempoꝛe exiſteñ vel
majoꝛi parti eoꝛundem ut ꝑfertur bona neceſſaria & requiſita
oꝛe viderentur ac ead̄ fines & amerciamenta levare & habere
oſſent & valerent abſqꝫ impedimento dc̄e nuꝑ Regine hered'
Succeſſoꝝ ſuoꝝ Que omnia & ſingula Leges Statuta & Oꝛ-
inacōnes ſic ut ꝑfertur faciend' obſervari voluit ead' nuꝑ Re-
ina ſub penis in eiſd' continendis Ita tamen q̄d leges ſtatuta
oꝛdinacōnes humoð non eſſent repugnantia nec contraria le-
ibus ſive ſtatutis regni hujus Anglie nec aliquo modo ꝑjudi-
ialia Ep̄o Bathon' & Wellen' & Succeſſoꝛibus ſuis nec in ꝑju-
icm̄ ꝑd' Decani & Capituli Eccl'ie Cathedꝛalis Welleñ ꝑd' Et
lterius ead' nuper Regina voluit oꝛdinavit & ꝓ ſeipa͞ heredibus
ſucceſſoꝛibꝰ ſuis conceſſit ꝑfat' Majoꝛi Magiſtris & Burgen-
bꝰ & ſucceſſoꝛibꝰ ſuis q̄d' imꝑpetuū de cetero tunc foꝛet & eſſet
ꝑdc̄a Civitate ſive Burgo unus Majoꝛ & ſeptem Magiſtri
numero tantū de Burgenſibus Civitatis ſive Burgi pꝛed'
xiſtentibꝰ de Coī Concil' ejuſd Civitat' ſive Burgi in foꝛma in
iſd' Literis Patentibus inferius ſpecificat' eligendi & conſtitu-
ndi ꝓut ꝑ eaſdem Literas Patentes inter al' plenius apparet
t ulterius voluit ead' nuꝑ Regina ac ꝑ eaſd' Literas ſuas
atentes de gr̄a ſua ſpeciali ac ex certa ſcientia & mero motu
uis conceſſit ꝑfat' Majoꝛi Magiſtris & Burgenſibꝫ Civit' ſive
urgi ſui ꝑd' & Succeſſoꝛibꝫ ſuis imꝑpetuū q̄d de tunc cetero
eſſent & foꝛent in Civitat' ſive Burgo ꝑd' ſexdecim al' humoð
e melioꝛibꝰ & magis ꝓbioꝛibꝫ Burgenſibꝫ Civitat' ſive Burgi
d' ꝑ eoſdem Majoꝛem Recoꝛdatoꝛem & Magiſtros vel majo-
em partem eoꝝdem eligendi qui ſimulcum pꝛed' Majoꝛe & ſe-
tem Magiſtris Civitat' ſive Burgi pꝛed' implebunt numerum
iginti & quatuoꝛ Capital' Burg' ſive Conciliarioꝝ ejuſd' Ci-
itatis ſive Burgi & eſſent ac reputat' & nominat' foꝛent Capital'
Burgenſes & Conciliarij ejuſd' Civitat' ſive Burgi Qui qui-
em viginti & quatuoꝛ Capitales Burgenſes & Conciliarij fa-
erent & foꝛent in ꝑpetuū ꝑpetuis futuris tempoꝛibꝰ ac vocat'
oꝛent Cōie Concilium Civitatis ſive Burgi pꝛed' ꝓ omnibꝰ
ebꝰ materijs cauſis & negocijs Burgū ꝑd' ac bonum regimen
tatum & gubernacōnem eoꝛundem tangentibꝫ ſeu concernen'
c q̄d' quilibet ꝑdc̄oꝝ viginti quatuoꝛ Capital' Burgenſium non
xiſteñ in Officio Majoꝛis Civitat' ſive Burgi pꝛed' eſſent & fo-
ent de tempoꝛe in tempꝫ aſſiſtentes & auxiliantes Majoꝛi
juſd' Civitat' ſive Burgi ꝓ tempoꝛe exiſten' in omnibꝰ cauſis

Et eſt ouſter trove que Roy Car. 2. per ſes Letters Patents Portant date 10 Jan. 35.

& materijs eand' Civitat̄ ſive Burgum tangen' ſeu concernen' ꝓut ꝑ eaſd' Literas Patentes inter alia plenius apparet Et ijdem Juratoꝛes ulterius ſuꝑ ſacrm̄ ſuū dicunt qd' Dnus̄ Carolus ſecundus nuꝑ Rex Angl' ꝑ lr̄as ſuas paten̄ ſub magno Sigillo ſuo Anglie geren' dat̄ decimo die Januarij anno regni ſui triceſimo quinto melioꝛac̄gnem Civitatis ſive Burgi ſui de Wells in Com̄ ſuo Somerſet affectan' Et tunc volen' qd' de cetero imꝑpetuū in ead' Civitate ſive Burgo continue habeatur unus certus & indubitatus modus ꝓ cuſtod' pacis & bono regimine & gubernac̄one populi ibm̄ qd' Civitas ſive Burgus p̄d' de cetero imꝑpetuū eſſet & remaneret Civitas ſive Burgus pacis & quietis ad p̄miū bonoꝛū & terroꝛem maloꝝ Et qd' par dc̄i nuꝑ Regis ceteraqꝫ facta Juſticie ibm abſqꝫ ulterioꝛi dilone ſerventur ſperanſqꝫ ſi Majoꝛ Aldermanni & Burgenſes Civitat̄ ſive Burgi de Wells pꝛed' & Succeſſoꝛes ſui amplioꝛibus ex conceſſione dc̄i nuꝑ Regis frui & gaudere poſſent libtat̄ ꝑficuis & pꝛivileg' tunc ad ſervitia dc̄i nuꝑ Regis hered' & ſucceſſoꝝ ſuoꝝ impendend' & exhibend' ſpecialis foꝛtiuſqꝫ ſe ſentirent obligat̄ de gracia ſua ſpeciali ac ex certa ſcientia & mero motu ſuis ac ad humilem Petitionem tunc nuꝑ Majoꝛis Magiſtroꝝ & Burgenſiū Civit' ſive Burgi de Wells p̄d' voluiſſet conſtituiſſet declaraſſet oꝛdinaſſet & conceſs' ac ꝑ eaſdem Literas ſuas ꝓ ſe hered' & ſucceſſoꝛib⁹ ſuis voluit conſtituit declaravit oꝛdinavit & conceſſit qd' pꝛed' Civitas ſive Burgus de Wells in p̄dict' Com̄ Somerſet eſſet & ꝑmaneret impoſterū liber Civitas ſive Burgus de ſe Et qd' Burgenſes Civitat̄ ſive Burgi pꝛed' ꝑ quodcunqꝫ nomen ſive ꝑ quecunqꝫ nomina ipī vel pꝛedeceſſoꝛes ſui antetunc incoꝛpoꝛat̄ fuer' de cetero imꝑpetuū eſſent & foꝛent vigoꝛe earundem Literarū Patentiū unū Coꝛpus Coꝛpoꝛatū & Politicū in re facto & nomine ꝑ nomen Majoꝛis Aldermannoꝝ & Burgenſiū Civitat̄ ſive Burgi de Wells in Com̄ Somerſett ac eos & ſucceſſoꝛes ſuos ꝑ nomen Majoꝛis Aldermannoꝛū & Burgenſiū Civitat̄ ſive Burgi de Wells in Com̄ Somerſet unum Coꝛpus Coꝛpoꝛatum & Politicum in re facto & nomine realit̄ & ad plenū ꝓ dicto nuper Rege hered' & ſucceſſoꝛib⁹ ſuis erexit fecit oꝛdinavit conſtituit declaravit & creavit ꝑ eaſdem Literas ſuas Patentes Et qd' per idem nomen haberent ſucceſſionem ꝑpetuā Et qd' ipſ̄ & ſucceſſoꝛes ſui ꝑ nomen Majoꝛis Aldermannoꝛum & Burgenſiū Civitat' ſive Burgi de Wells foꝛent & eſſent perpetuis futuris tempoꝛib⁹ ꝑſone habiles & in lege capaces ad habend' & ꝑquirend' recipiend' & poſſidend' terras tenta libtat̄ pꝛivileg' franchis Juriſdiccon' & hereditamenta eis & Succeſſoꝛib⁹ ſuis in feodo

Incorporate les Burgeſſes per noſme de Major, Aldermen & Burgeſſes, &c.

&

ꝑpetuitate vel ꝓ termino vite vel vitaꝝ ſeu aliter quocunqꝫ
modo Acetiam bona & catalla ac omnes al' res cujuſcunqꝫ fo-
ent generis nature ſpeciei ſeu qualitat' Necnon ad dand' con-
edend' dimittend' & aſſignand' eadem terras teñta heredita-
ment' bona & catalla ac omnes al' fact' & res faciend' & exequend'
nomen p̄d Et q̄d ꝑ nomen Majoꝛis Aldermañoꝝ & Burgenſiū
ivit' ſive Burgi de Wells p̄d in Com̄ Somerſ̄ pl̄itare & pl̄i-
ri reſpondere & reſponderi defendere & defendi valerent & poſ-
ent in quibʒcunqꝫ Curijs & placeis & locis ac coꝛam quibuſ-
unqꝫ Judicibus & Juſticiarijs & alijs perſonis & Officiar' dc̄i
Dn̄i Regis hered' & ſucceſſoꝝ ſuoꝝ in omnibʒ & ſingulis actō-
ibʒ pl̄itis ſect' querel' cauſis materijs & demand' quibuſcunqꝫ
ujuſcunqꝫ eſſent generis nature ſeu ſpeciei eiſdem modo & foꝛ-
a ꝓut aliqui alij ligei dc̄i nuꝑ Regis hujus Regni Anglie
t aliquod aliud coꝛpus coꝛpoꝛatum & politicum intra hoc Reg-
m Anglie habere aut perquirere recipere poſſidere dare con-
edere & dimittere ac pl̄itare & pl̄itari reſpondere & reſponderi
fendere & defendi valerent & poſſent Et q̄d p̄dc̄i Majoꝛ Al-
ermanni & Burgenſes Civitat' ſive Burgi de Wells p̄d &
ucceſſoꝛes ſui haberent imppm̄ cōie ſigillum ꝓ cauſis & nego-
is ſuis & ſucceſſoꝝ ſuoꝝ quibuſcunq; agend' ſervitur' Et q̄d
ne liceret & licitū foꝛet eiſdem Majoꝛi Aldermannis & Bur-
enſibꝰ Civit' ſive Burgi p̄d & ſucceſſoꝛibꝰ ſuis ſigillū ill' ad
itum ſuū de tempoꝛe in tempus frangere mutare & de novo
ere ꝓut eis melius fieri aut foꝛe videretur Et ulterius vo-
it idem nuꝑ Rex ac ꝑ eaſdem lr̄as ſuas patentes ꝓ ſeipſo he-
d' & ſucceſſoꝛibꝰ ſuis conceſſit p̄fat' Majoꝛi Aldermannis &
urgenſibꝰ Civitat' ſive Burgi p̄d & ſucceſſoꝛibꝰ ſuis q̄d tunc
e cetero imppm̄ eſſent & foꝛent in Civitat' ſive Burgo p̄dc̄o
nus Majoꝛ & viginti tres de magis deſcretioꝛibꝰ & ꝓbioꝛibꝰ
urgenſibꝰ Civitat' ſive Burgi p̄d qui vocat' foꝛent Commun̄
oncilium Civitat' ſive Burgi p̄d & foꝛent auxilian̄ & aſſiſten̄
ajoꝛi dict' Civitat' ſive Burgi de Wells p̄d ꝓ tempoꝛe exiſten̄
omībꝰ cauſis & materijs Civitat' ſive Burgum p̄d concernen̄
t ulterius voluit idem nuꝑ Rex ac per eaſdem lr̄as ſuas pa-
ntes ꝓ ſeipſo hered' & ſucceſſoꝛibꝰ ſuis conceſſit p̄fat' Majoꝛi
dermannis & Burgenſibꝰ Civitat' ſive Burgi de Wells p̄d
eoꝝ ſucceſſoꝛibꝰ q̄d ipi & ſucceſſoꝛes ſui ꝑ Majoꝛem Civitat'
i Burgi p̄d qui ꝓ tempoꝛe foꝛet ac Aldermannos & Burgen-
s exiſten̄ Coīs Conciliū Civitat' ſive Burgi ill' vel ꝑ majoꝛem
artem eoꝛundem Majoꝛis Aldermannoꝝ & Burgenſium (Quo-
um Majoꝛem ejuſd' Civitat' ſive Burgi ꝓ tempoꝛe exiſten̄ Ac
uos Aldermaños Civitat' ſive Burgi p̄d tres eſſe voluit idem
nuꝑ Rex) haberent plenam Poteſtatem & Authoꝛitat' condendi

conſtituendi oꝛdinandi & faciendi de tempoꝛe in tempꝰ humoi Statut & Oꝛdinac̄ones rõnabilia quecunqꝫ ꝓ bono regimine & gub̄nac̄one Burgenſiu̅ ac Inh̄itantium Civitat ſive Burgi p̄d ꝓ tempoꝛe exiſten̄ ac ꝓ declarac̄one quo modo & oꝛdine p̄d Majoꝛ Magiſtr' & Burgenſes Civitat ſive Burg' p̄d artific' inhitan̄ & reſiden̄ Civit ſive Burg' illius in Officijs Myſterijs Artificijs & Negocijs ſuis infra Civit ſive Burg' ill' ac limites ejuſdem ꝓ tempoꝛe exiſten̄ ſeſe h̄erent gererent & uſi foꝛent Ac ultra ꝓ ulterioꝛi bono & publica utilitate & regimine Civitat ſive Burgi ill' ac vic̄tualac̄one ejuſdem Civitat ſive Burgi Acetiam ꝓ melioꝛi p̄ſervac̄one gub̄nac̄one diſpoſic̄one locac̄one & dimiſſione terraꝝ teñtoꝝ poſſeſſion̄ & hereditament p̄fat Majoꝛi Aldermannis & Burgenſibꝰ & Succeſſoꝛibꝰ ſuis dat conceſs' ſive aſſign̄ aut impoſteru̅ dand̄ concedend̄ ſive aſſign̄ ac res & cauſas alias quaſcunqꝫ tangen̄ ſeu quoquo modo concernen̄ Civitat' ſive Burgu̅ p̄d aut Statuta Jura ſeu Intereſſe ejuſdem Civitat ſive Burgi qui eis bon̄ ſalubr' util' honeſt' & neceſſar' juxta eoꝝ ſanas diſcrec̄ones foꝛe viderentur non exiſten̄ in aliquo p̄judic' Ep̄o Bathon̄ & Wellen̄ & ſucceſſoꝛibus ſuis pꝛo tempoꝛe exiſten̄ aut lib̄tatibꝫ ſuis nec Decano & Capitulo Eccleſie Cathedꝛalis Wellen̄ aut ſucceſſoꝛibus ſuis aut contra leges & conſuetudines hujus Regni Anglie Et q̄d ipi̅ & ſucceſſor' ſui ꝑ Majoꝛem qui ꝓ tempoꝛe foꝛet & Aldermannos & Burgenſes exiſten̄ Cõie Concilium ejuſdem Civitat ſive Burgi vel majoꝛem partem eoꝛundem ut p̄fertur quotieſcunqꝫ humoi Leges Statuta & Oꝛdinac̄ones conderent facerent oꝛdinarent ſeu ſtabilirent in foꝛma p̄d humoi & tal' penas punic̄ones penalitates & impꝛiſonament' coꝛpoꝛis vel ꝑ finem & amerciament' vel ꝑ eoꝝ utrumqꝫ erga & ſup̄ om̄es delinquen' contra humoi Leges Statut' & Oꝛdinac̄ones ſive eoꝝ aliquod ſive alique qual' & que eiſdem Majoꝛi Aldermannis & Burgens̄ Cõi̅ Concilium Civitat' ſive Burgi p̄d ꝓ tempoꝛe exiſten̄ vel majoꝛi parte eorundem ut p̄fertur bon' neceſſar' & requiſit foꝛe viderentur Ac eadem fines & amerciament levare & h̄ere poſſent & valerent abſqꝫ impedimento dci̅ nuꝑ Regis hered̄ & ſucceſſoꝝ ſuoꝝ Que om̄ia & ſingula Leges Statut' & Oꝛdinac̄ones ſic ut p̄fertur faciend̄ obſervari voluit idem nuꝑ Rex ſub pena in eiſdem content' Ita tamen q̄d Leges Statut' & Oꝛdinac̄ones humoi non eſſent repugnan' nec contrar' Legibus ſive Statut hujus Regni Angl' nec aliqua modo p̄judicial' Ep̄o Bathon' & Wellen' & ſucceſſoribus ſuis nec in p̄judicium p̄d Decani & Capituli Eccleſie Cathedꝛalis Wellen' p̄d Et ulterius voluit idem nuꝑ Rex ac per eaſdem lr̄as ſuas patentes ꝓ ſeipſo hered̄ & ſucceſſoꝛibus ſuis conceſſit p̄fat' Majoꝛi Aldermannis & Burgenſibus Civit ſive

Burgi de Wells p̃d & ſucceſſoribus ſuis Q̃d tunc de cetero imppm̃ foret & eſſet in Civitate ſive Burgo p̃d un' de magis ꝓbior' & diſcretioribus viris Civitat̃ ſive Burgi ill' in forma inferius in eiſdem lr̃is paten̄ dict̃ nuper Regis mencõnat̃ de tempore in tempus eligend̃ qui foret & nõiat̃ eſſet Major Civitat̃ ſive Burgi ill' Q̃dq; ſimiliter forent & eſſent tunc de cetero imperpm̃ infra Civitat̃ ſive Burgũ ill' ſeptem de magis ꝓbioribꝰ & diſcretior' viris ejuſdem Civitat̃ ſive Burgi ſecundum Ordinacões in eiſdem lr̃is patentibꝰ dc̃ nuꝑ Regis infraſpecificat̃ de tempore in tempꝰ eligend̃ qui eſſent & nõiat̃ forent Aldermanni Civit' ſive Burgi ill' Q̃dq; ſimilit̃ forent & eſſent imperpm̃ infra Civitat̃ ſive Burgum p̃d ſexdecim de magis probioribus & diſcretioribus viris Civitat̃ ſive Burgi ill' in forma inferius in eiſdem lr̃is patentibus dc̃ nuꝑ Regis nõiat̃ de tempore in tempus qui eſſent & nõiat̃ forent capital' Burgenſes Civit̃ ſive Burgi p̃d ꝓut ꝑ eaſdem lr̃as patentes ſub magno ſigillo dc̃ nuꝑ Regis Caroli ſecundi (inter alia) plenius apparet Et iidem Juratores ulterius ſuꝑ ſacrm̃ ſuũ dic' q̃d poſt confeccon' lr̃aꝝ patent̃ ult̃ mencõnat̃ aliqui hõies exiſten' ſocij Anglice Members veteris Corporacõnis Anglice the old Corporation primo ſup̃mencõnat̃ ꝑ lr̃as patentes p̃d ult̃ mencõnat̃ fc̃ fuer' ſocij Anglice Members nove Corporat̃ ult̃ mencõnat̃ & alij hõies qui non fuiſſent ſocij veteris Corporacõnis p̃d fc̃ fuer' ſocij nove Corporacon' p̃d Q̃dq; quidam Johannes Day exiſten' nõiat̃ ſocius Anglice Member nove Corporacõnis p̃d per p̃d lr̃as patentes ult̃ mencõnat̃ poſtea & ante confeccon' ſcripti obligatorij p̃d electus & p̃fectus fuit Major Civitat̃ ſive Burgi p̃d p̃textu lr̃aꝝ paten' ult̃ mencõnat̃ Q̃dq; p̃d Johes Day ſic ut p̃fertur Major exiſten' p̃textu lr̃aꝝ pat̃ ult̃ mencõnat̃ & treſdecim ſocij Corporat̃ p̃d eiſdm̃ treſdecim ſocijs exiſten' major' numero & parte Corporacon' p̃d coĩe ſigillũ Corporacõnis Civit̃ ſive Burgi de Wells p̃d in Com̃ Somerſ̃ p̃d apponi fecer̃ ad ſcriptũ obligatoriũ inframencõnat̃ die & anno infraſcript̃ eodem Johe Day ad ult' tempus non exiſten' ſocio veteris Corporacõnis Sed utrum ſuper tota materia p̃d per Jur' p̃d in forma p̃d comꝑt̃ videbitur Juſtic' & Cur' hic q̃d ſcriptum obligatoriũ infraſcript̃ ſit factum Majoris Magiſtroꝝ & Burgenſiũ Civit' ſive Burgi Wellen̄ inframencõnat̃ Necne Jur' p̃d penitus ignorant & inde pet̃ adviſamentum Juſtic' & Cur' hic &c. Et ſi ſuper tota materia p̃d per Jur' p̃d in forma p̃d comꝑt̃ videbitur Juſtic' & Cur' hic q̃d ſcriptũ obligatoriũ infraſcript̃ ſit factum infranominat̃ Majoris Magiſtroꝝ & Burgenſium Civit̃ ſive Burgi Wellen' infraſcript̃ tunc Jur' p̃d dic' ſuper ſacrm̃ ſuũ q̃d ſcriptũ obligatoriũ infranominat̃ eſt factum ipſoꝝ

Majo-

Que ſerra un Mayor d'eſtre elect en le forme a pres mention en les Letters Pat. Mes nul mention apres coment il ſerra elect.

Election de *Day* le Mayor, que miſt le Seale de Corporat' al dit Obligat'.

Que *Day* ne fuit un Member del veiel Corporat'.

Et ſi ſuper tot' materia, &c.

Majoris Magiſtroꝝ & Burgenſium Civit̃ ſive Burgi Wellen' inframencõnat̃ modo & forma ꝑut infranõiat̃ Joſephus Knight & Philippa interius verſus eos inde narraver̃ Et tunc aſſidunt dampna ipõꝝ Joſephi & Philippe occõne detencõnis debi infraſcript̃ ultra miſ̃ & cuſtag' ſua per ipm̃ circa ſectam ſuam in hac parte appõit̃ ad duos denar̃ & ꝓ miſ̃ & cuſtag' ill' ad quadragint̃ ſolid̃ Et ſi ſuper tota materia p̃d per Jur' p̃d' in forma p̃d' compert̃ videbitur Juſtic' & Cur' hic q̃d ſcriptū obligatoriū p̃d' non ſit factum infranominat̃ Majoris Magiſtroꝝ & Burgenſium Civit̃ ſive Burgi Wellen' inframencõnat̃ tunc Jur' p̃d' ulterius dic' ſuper ſacrm̃ ſuum p̃d' q̃d ſcriptum obligatorium infraſcript̃ non eſt factum ipſoꝝ Majoris Magiſtroꝝ & Burgenſium Civit̃ ſive Burgi Wellen' infranominat̃ modo & forma prout ijdem Major Magiſtri & Burgenſes Civit̃ ſive Burgi Wellen' interius inde plitando allegaver' Et quia Juſtic' hic ſe adviſare volunt de & ſuper p̃miſ̃ priuſquam Judicm̃ inde reddant dies dat̃ eſt partibus p̃dcis̃ hicuſq; a die Scĩ Michis in tres ſeptimanas de audiendo inde judicio ſuo eo q̃d ijdem Juſtic' hic inde nondum &c. Ad quem diem hic veñ tam p̃d' Joſephus & Philippa quam p̃d' Major Magiſtri & Burgenſes per Attorn' ſuos pd' Et quia Juſtic' hic ulterius ſe adviſare volunt de & ſuper p̃miſſ' priuſqm̃ Judicm̃ inde reddant dies ulterius dat̃ eſt partibus p̃dcis̃ hicuſq; in Octabis Scĩ Hillarij de audiendo inde Judicio ſuo eo q̃d ijdem Juſtic' hic inde nondum &c. Ad quem diem hic ven' tam p̃d' Joſephus & Philippa quam p̃d' Major Magiſtri & Burgenſes per Attorñ ſuos p̃d' Et quia Juſtic' hic ulterius ſe adviſare volunt de & ſuper p̃miſ̃ priuſqm̃ Judicm̃ inde reddant dies ulterius dat̃ eſt partibꝰ p̃dcis̃ hicuſq; a die Paſche in quindecim dies de audiendo inde Judicio ſuo eo q̃d ijdem Juſtic' hic inde nondum &c. Ad quem diem hic ven' tam p̃d' Joſephus & Philippa quam p̃d' Major Magiſtri & Burgenſes per Attorñ ſuos p̃d' Et quia Juſtic' hic ulterius ſe adviſare volunt de & ſuper p̃miſ̃ priuſquam Judicium inde reddant dies ulterius dat' eſt partibus p̃dcis̃ hicuſq; in Craſtino Scĩ Trinitat̃ de audiendo inde Judicio ſuo eo q̃d ijdem Juſtic' hic inde nondum &c. Ad quem diem hic ven' tam p̃d' Joſephus & Philippa quam p̃d' Major Magiſtri & Burgenſes per Attorñ ſuos pred' Et quia Juſtic' hic ulterius ſe adviſare volunt de & ſuper p̃miſſ' priuſqm̃ Judicium inde reddant dies ulterius dat̃ eſt partibꝰ p̃dcis' hicuſq; a die Scĩ Michis in tres ſeptimanas de audiendo inde Judicio ſuo eo q̃d ijdem Juſtic' hic inde nondum &c.

APres deux Arguments faits per le Councel d'ambideux parts. Ceux deux points fueront reſolve per le Court.

1. Que le Obligation fuit bone.
2. Que ne fuit bien ſue.

Et quant al primer fuit dit que coment ad eſtre object que le Obligation fuit void, pur ceo que *Day* le Mayor, que met le Seal de Corporation al le Obligation, ne fuit qualifie per le darrein Charter d'eſtre Mayor; & iſſint il fuit forſque Mayor *de facto*, & non *de jure*, & pur ceo les Acts de luy ſont void, uncore le Obligation fuit bone; car admittant que il ne fuit qualifie d'eſtre Mayor, uncore il vient eins d'eſtre Mayor per colour d'un Election, & fuit Mayor *de facto* per means de ceſt Election, & touts Judicial & Miniſterial Acts fait per luy ſont bone; un Action giſera vers luy pur un falſe Return ſur un Briefe de *Mandamus*, le Corporation puiſſoit aver luy remove & diſplace; mes ceo n'eſteant fait il ad poyer al enſealer le Obligation. Et pur ceo ceux Caſes fueront cite, 9 *H.* 6. 32. *Pl.* 3. *Br. non eſt fact'* 3. 2 *H.* 6. 32. *Br.* tit. *Abbe.* 19. *Mo.* 112.

Quant al ſecond point fuit dit, que le Suit ne fuit bien port vers le Corporation per le viel noſme de Corporat' ove, *alias dict'* per lour voire noſme quand le Obligation fuit ſeal, car coment que un Corporation per Charter poiet aver deux noſmes al deux purpoſes, 11 *H.* 7. 27 & 28. 1 *Jones* 262. le College de Phyſicians vers *Butler*, uncore il ne poiet aver deux noſmes al un meſme purpoſe; mes Corporation per Preſcription poiet aver deux noſmes, *Hardres* 504. *Cro. Eliz.* 351. *Vaughan* vers Count de *Bedford.* 21 *E.* 4. 59. 21 *H.* 6. 4. Et fuit dit, que le noſme de un Corporation eſt cy eſſential come le noſme de Baptiſme de un home; & ſi home ſoit ſue per un faux noſme de Baptiſme, ne availera coment ſoit ove un *alias dict'*, 2 *H.* 6. 9. *Pla.* 6. *Br. Variance* 1. 4 *E.* 4. 24. 20 *E.* 4. 6. *Pl.* 7. 3 *Cro.* 897. *Field* vers *James Winlow*, alias dict', *John Winlow*, 2 *Cro.* 640. *Maby* vers *Sheppard.* & 558. *Watkins* vers *Oliver*, & auters Caſes queux ſont mention en le Caſe de Sir *Robert Clarke* apres en ceſt Liver, tit. *Error.* Mes en ceſt Caſe le Corporation n'eſt ſue per lour voier noſme, car coment lour viel noſme per le Charter de Reine *Elizabeth* fuit Mayor, Maſters & Burgeſſes, uncore ceo fuit change per le Charter de Roy *Charles* le 2. al Mayor, Aldermen & Burgeſſes, &c. Et per ceſt noſme ils duiſſoint aver eſtre ſue, come appiert per les Caſes devant, & *Rolls Abridgment* 512, 513. Et eſt ſicome le noſme d'un home ſerroit change per Confirmation. Judgment pur les Defs. *per tot' Cur'*.

Nota, Que fuit object per le Councel del Pl. que icy fuit un *Eſtoppel*, car les Defs. avoient appear per le noſme de Mayor, Maſters & Burgeſſes (que eſt le noſme per que ils ſont ſue) & ount priſe deux Imparlances, & pur ceo ſont eſtop adire, que lour noſme n'eſt iſſint. Al que fuit reſpond per le Councel des Defs. que le Jury ne fuit eſtop, & ils ount trove le verity del matter, & le Court adjudgera accordant; mes jeo ne obſerve que le Court done aſcun particular Reſpons al ceo.

Nota, Jeo ne veie coment appiert en le Caſe que le Mayor ne fuit duement elect, car per le Charter de Roy *Charles* eſt mention que il ſerra elect en manner & form apres d'eſtre expreſs, & ne per Letters Patents ne per le Verdict appiert coment il fuit d'eſtre elect; mes fuit pris & agree per touts (come jeo apprehend) que il fuit forſq; Mayor *de facto*.

Markes v. *Marryott*.

Tempeſt. Trin. 8 W. 3. Regis. Rot. 343.

Le Brief.

Surr' ſſ. Simon Marryott Gen nup de Chiddingfold in Com p̄d Gen alias dict Simonem Marryott Seniorem de Chiddingfold in Com Surr' Gen ſum fuit ad reſpondend Will'o Markes de plito q̄d reddat ei ducentas libras quas ei debet & injuſte detinet &c.

Narr'. Sur Obl' portant date 2 Julij 7 W.

Et unde idem Will'us p Johem Tanner Attorn ſuu dicit q̄d cum pred Simon ſecundo die Julij anno regni Dni Regis nunc ſeptimo apud Haſlemere in Com p̄d p quoddam ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri p̄fat Will'o in p̄d ducentis libris ſolvend eidem Will'o cum inde requiſit fuiſſet p̄d tamen Simon licet ſepius requiſit p̄d ducentas libr' eid Will'o nondu reddidit ſed ill' ei huculq; reddere contradixit & adhuc contradic unde dicit q̄d deteriorat eſt & dampnu habet ad valenciam decem librar. Et inde produc ſectam &c. Et pfert hic in Cur' ſcriptu p̄dcm q̄d debm p̄dcm in forma p̄d teſtatur cujus dat eſt die & anno ſup̄dict &c.

Barr. Oyer del Condition. Que eſt a perform' l'agard de 2 Arbitrators.

Et p̄d Simon p Will'm Rycroft Attorn ſuu ven & defend vim & injur quando &c. Et petit audit ſcripti obligatorij p̄d & ei legitur &c. pet etiam auditu condicon ejuſdm ſcripti & ei legitur in hec v̄ba: The Condition of this Obligation is ſuch, that if the above-bound *Simon Marriott*, his Heirs, Executors and Administrators, for his and their Parts and Behalfs, do and ſhall in

all things well and truly ſtand to, obey, abide perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *Roger Shorter* of *Pitfield* in the Pariſh of *Frinſham* in the County of *Surry*, Gent. and *Edward Holt* of *Chiddingfold* in the County aforeſaid, Gent. Arbitrators, indifferently elected and named as well on the part and behalf of the above-bound *Simon Marryott*, as of the above-named *William Markes*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, Cauſe and Cauſes of Actions, Suits, Accompts, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by or between the ſaid Parties or either of them, ſo as the ſaid Award be made in Writing, or otherwiſe, and ready to be delivered or given up to the ſaid Parties, or either of them as ſhall deſire the ſame, on or before the Fourteenth Day of *Auguſt* next enſuing the Date of theſe Preſents, That then this Obligation ſhall be void and of none effect, or elſe ſhall be and remain in full force and virtue. Quib⁹ lectis & audit' idem Simon dic' q̃d p̃dcus Will'us accõnem ſuam p̃dcam v̾ſus eum habere non debet quia dic' q̃d p̃d Arbitratores poſt confeccon' ſcripti p̃d & ad vel ante p̃dcm' quartu' decimu' diem Auguſti in condic̃one p̃d ſuperius ſpecificat' nullu' fecer' arbitriu' ordinem adjudicacon' finem ſeu determinacon' inter partes p̃d de & ſup p̃miſſis in condic̃one p̃d menc̃onat ſecdm' formam & effecm' condicon' illius Et hoc parat' eſt v̾ificare unde pet' Judicm' ſi p̃d Willus accõnem ſuam p̃d inde v̾ſus eum habere debeat &c.

Iſſint que le agard ſoit fait en eſcript ou autermt' priſt d'eſtre deliver ou *given up*, &c. devant 14 Aug. donc enſuant.

Plea. Nul agard fait.

Et p̃d Willus Markes dic' q̃d ip̃e p aliqua p̃allegata ab accõne ſua p̃dca' habend' p̃cludi non debet quia dic' q̃d p̃d Arbitratores in condic̃one p̃dca' ſupius nominat' poſt confeccon' ſcripti obligatorij p̃d & ante p̃dcm' quartu' decimu' diem Auguſti in condic̃one ill' menc̃onat' ſcil't tertio decimo die Auguſti anno regni dicti Dni' Regis nunc ſeptimo ſup̃dict' accept' ſup ſe onere arbitrij ordinacon' & judicij p̃d de & ſuper p̃miſſis in dca' condicon' ſupius ſpecificat' apud Haſlemere p̃d in p̃dco Com' Surr' fecer' quoddm' arbitriu' ſuu' de & ſup eiſdem p̃miſſis Et pinde ordinaver' & arbitrat' fuer' inter ipm' Will'm Markes & p̃fat' Simonem Marryott de & ſup eiſdem p̃miſſis in forma ſequen' videl't q̃d ip̃e idem Will'us Markes executores adminiſtratores vel aſſign' ſui ſolv̾ent vel ſolvi cauſarent p̃dict' Simoni Marryott executorib⁹ adminiſtratorib⁹ vel Aſſign' ſuis ad vel in adtunc manc̃onali domo Johis Waterford portan' ſign' Aquile Anglice bearing the Sign of the Eagle in Haſlemere p̃dca' ple-

Replicat' Agard fait 13 Aug. &c.

Per que fuit agard ſur les Premiſſes.

Que le Pl. payer' al Def. 31 l. 15 s. &c. En le Meaſon de J. Waterford en H. 30 Sept. enſuant.

nam ſum̄am triginta ⁊ un̄ librar̄ ⁊ quindecim ſolidoꝝ legalis monete Anglie in vel ſuꝑ triceſimū diem Septembris tunc pr' ſequen̄ quam ſummam p̄d abitratores arbitrati ⁊ determinat' fuer' fore in plena ſatisfacc̄one omniū accon' ſectaꝝ deboꝝ Angl' Dues ⁊ demand Anglice Demands a p̄dc̄o Will'o Markes p̄fat' Simoni Marryott ⁊ ulterius iidem arbitratores p̄inde ordinaver' ⁊ arbitrat' fuer' q̄d p̄d Simon Marryott heredes vel aſſign̄ ſui deliberarent vel ſurſum reddi cauſarent Anglice cauſed to be delivered up p̄dc̄o Will'o Markes heredibꝰ vel aſſign̄ ſuis ſuꝑ ſoluc̄one pecunie predict' ſuper predc̄o triceſimo die Septembris adtunc pr' ſequen' quiet' ⁊ pacificam poſſeſſionem totius ill' meſſuagij ſive ten̄ti horreoꝝ terraꝝ ten̄toꝝ ⁊ hereditamentoꝝ cum ꝑtin̄ vocat' ſive cognit' ꝑ nomen de Clamerhill ſcituat' jacen̄ ⁊ exiſten̄ in parochia de Chiddingfold in Com̄ p̄dc̄o que quidem p̄miſſa adtunc fuer' in poſſeſſione p̄dci Simon' Marryott vel aſſign' ſuorū ⁊ fcm̄ talliatū Anglice an entailed Deed of Settlement geren' dat' duodecimo die Decemb' in regno Anglice in the Reign Jacobi primi Regis fact' de p̄miſſis p̄dc̄o Will'o Markes ꝑ anteceſſores ejuſdm̄ Willi ⁊ omnia al' fca ⁊ ſcripta Anglice the Deeds and Writings que ip̄e p̄d Simon Marryott habuit in manibꝰ cuſtodia ſeu poſſeſſione ſuis que ꝑtinuerunt p̄d terris vel ullis al' terris ſive ten̄tis p̄d Willi Markes acetiam omnia ſcripta obligatoria aſſignacon' ſcriptorū obligatoriorū Anglice Aſſignments of Bonds ⁊ judicia que ip̄e idem Simon Marriott habuit ſuꝑ eundem Will'm Markes ac iidem arbitratores ulterius perinde ordinaver' ⁊ arbitrat' fuer' q̄d ip̄e p̄fat' Simon Marriott ſuper ſoluc̄one pecuniarum ei ut prefertur ⁊ ſuper requiſicon' inde fiend' ſigillaret ⁊ ut fcm̄ ſuum deliberaret predc̄o Will'o Markes vel ad ejus uſum generalem relaxac̄onem Anglice a general Releaſe omniū accon' ſectarū deborum ⁊ demand Anglice Dues and Demands ab initio mundi uſq; duodecimum diem adtunc inſtan' Auguſti necnon Warrant' Attornat' Anglice a Warrant of Attorney ad cognoſcend ſatisfaccon' de recordo in Cur' Dn̄i Regis apud Weſtm̄ ſuper omnibꝰ talibꝰ Judicijs qual' ip̄e predc̄us Simon Marryott habuit vers̄ p̄fat' Will'm Markes Acetiam arbitratores pred perinde ulterius ordinaver' ⁊ arbitrati fuer q̄d pred' Will'us Markes ſuꝑ delib̄ac̄one pacifice poſſeſſion' omniū ⁊ ſingulorū terrarum tenementorum factorum ſcriptorum ⁊ omnium ⁊ ſingulorum al' premiſſorum ei ut prefertur ſigillaret ⁊ ut fcm̄ ſuū deliberaret p̄fat' Simoni vel ad ejus uſum conſilem generalem relaxacon' omniū accon' ſectarū deborū ⁊ demand Anglice Dues and Demands ab initio mundi uſq; duodecimū diem adtunc inſtan' Auguſti adtunc preterit' de quo quidem arbitrio pred Simon poſtea

+

ſcil't

Le dit ſumm d'eſtre en ſatisfaction de touts actions &c.

Et que le Def. ſur payment de ceo deliveroit al Pl. quiet poſſeſſion d'un meſ', &c.

Et auſi un fait de ſettlement, &c.

Et que le Def. doner' al Pl. un gen' releaſe de touts demands tanq; 12 jour de donc inſt. Aug. & auxi un garrant d'Att. a conuſter ſatisf. de touts Judgm. &c.

Et que le Pl. ſur delivery de Poſſeſſion &c. doneroit tiel gen. Releaſe al Def.

ſcil't predc̄o quarto decimo die Auguſti in condic̄one ill' menc̄onat' apud Haſlemere pred' habuit noticiam Et idem Will'us Markes dicit q̄d ipe idem Will'us Markes poſt confecc̄on arbitrij pred' ſcil't pred tricesimo die Septembr' anno ſeptimo ſupradict' ad pred' domum manc̄onalem prefat' Johis Waterford in Haſlemere p̄dc̄a p ſpaciū ſex horarū px' ante occaſum ſolis ejuſdem diei & ad occaſum ſolis ejuſdem diei parat' fuit & obtulit ad ſolvend prefat' Simoni plenam ſummam predict' triginta & un̄ librarum & quindecim ſolidorum legalis monete Anglie quos arbitratores predict' eidem Simon' per predict' Willielmum Markes ſuper eodem die ſolvi ut prefertur arbitrati fuer' juxta formam & effecm arbitrij pred q̄dq; nec pred Simon nec aliquis alius ex parte ejuſdm Simonis adtunc & ibm parat' fuit ad recipiend de eodem Will'o Markes pred triginta & un̄ libras & quindecim ſolidos q̄dq; idem Will'us poſt predcm triceſimū diem Septembris hucuſq; parat' fuit & adhuc exiſtit ad ſolvend prefat' Simon' predict' triginta & un̄ libras & quindecim ſolidos ac ulterius idem Will'us Markes in facto dic' q̄d pred Simon non deliberavit vel ſurſum reddi cauſavit pred Will'o Markes ſuper eodem triceſimo die Septembris anno ſeptimo ſupradict' vel ad aliquod tempus hucuſq; quietam & pacificam poſſeſſionem ill' meſſuagij ſive ten̄ti horreorum terrarum ten̄torum & hereditamentorum cum ptin' vocat' ſive cognit' per nomen de Clamerhill ſcituat' in predc̄a parochia de Chiddingfold ſecdm formam & effecm arbitrij illius Et hoc parat' eſt v̄ificare unde pet' Judicm & debm ſuū predcm unacum dampnis ſuis occac̄one detenc̄onis debi illius ſibi adjudicari &c.

Notice del Agard.

Averment que le Pl. fuit priſt al jour & lieu avandit & tender les dits 31l.15s.

Et que nul fuit priſt la a receiver ceo.

Touts temps priſt puis le dit jour.

Breach Aſſigne.

Que le Def. n'ad deliver quiet poſſeſſion del Meſſ. &c.

Et pred Simon dic' q̄d pl̄itū pred pred Willi ſuperius replicando pl̄itat' ac materia in eodem content' minus ſufficien' in lege exiſtit ad predcm Will'm ad acc̄onem ſuam predict' verſus ipm habend manutenend q̄dq; ipe ad pl̄itm ill' modo & forma pred pl̄itat' neceſſe non habet nec per legem terre tenetur reſpondere Et hoc parat' eſt v̄ificare unde p defectu ſufficien' replicac̄on' ipſ Willi in hac parte idem Simon pet' Judicm Et q̄d pred' Willus ab acc̄one predc̄a precludatur &c.

Demurrer.

Et pred Will'us Markes ex quo ipe ſufficien' pl̄itū ac materiam in lege ad acc̄onem ſuam p̄dcam v̄ſus p̄fat' Simonem manutenend ſupius replicando allegavit quam ipſe parat' eſt v̄ificare Quod quidem pl̄itum ac materiam in eodem content' p̄dcus Simon non dedicit nec ad eum aliqualit' reſpondit ſed v̄ificac̄onem illam admittere omnino recuſat ut prius pet' Judicm & debm ſuū p̄dcm unacum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c.

Joinder en Demurrer.

DEux Exceptions fueront priſe en cet Caſe per le Counſel del Defendant.

1. Que le Submiſſion eſt conditional, iſſint que le agard doit eſtre final, que n'eſt iſſint en ceſt caſe, car le agard quant al les Releaſes eſt void, car per eux touts matters tanque 12 del *Auguſt* (que eſt longe temps apres le Submiſſion) ſont d'eſtre Releaſe, & le agard des dits Releaſes eſt void, & per conſequence tout le agard. *Sed non allocat'*; car coment les Releaſes ſont void pur cet cauſe, uncore entant que auters matters ſont agard al cheſcun party, le agard eſt bone quand al reſidue. Et pur ceo ceux Caſes fueront cite, *viz.* ***Nuby*** verſus *Sabb*, 3 *Cro.* 809. ***Lea*** verſus *Paine*, *Mo.* 885. & ***Hob.*** 191. meſme Caſe cite. ***Vide*** le Caſe de *Cockſon* & *Ogle* en ceſt Livre.

2. Exception fuit, Que le Condition del Obligation de Submiſſion fuit que ſi le agard fuit fait, *&c.* priſt d'eſtre deliver, *&c.* al Parties, *&c.* Et n'eſt averre en le Replication, que le agard fuit priſt d'eſtre deliver al Parties: *Sed non allocat'*, car quand eſt un foits fait, eſt priſt d'eſtre deliver.

Vide 3 *Mod. Rep.* 230. ***Rowsby*** & ***Manning***'s Caſe, que eſt meſme Caſe en effect quant al cet point, & rule accordant. Mes la eſt auter reaſon done, *viz.* Que le Condition eſteant, que le agard ſerroit deliver al Parties ou tiels de eux queux deſire ceo; Il doit eſtre deſire, & donc ſi ſoit deny, le party poiet pleader le ſpecial Matter.

Strike

Strike v. *Benſley.*

Winford. Trin. 5 W. 3. Regis. Rot. 1802.

Briefe.

Norwic' ſſ. JOhes Benſley nuper de Civitat' Norwici Yeoman als dc̄us Johem Benſley de Civitat' Norwic' Yeoman ſum̃ fuit ad reſpondend' Ric̄o Strike de plito q̄d reddat ei centum libras quas ei debet & injuſte detinet &c.

Narr'.

Et unde idem Ric̄us per Henr' Palmer Attorñ ſuu' dic' q̄d cum p̄d' Johes quarto die Februarij anno regni Dnı̄ Regis nunc octavo apud Norwicum per quoddam ſcriptum ſuu' obligatoriu' conceſſiſſet ſe teneri eidem Ric̄o in p̄d' centum libris ſolvend' eidem Ric̄o cum inde requiſit' fuiſſet Predc̄us tamen Johes licet ſepius requiſit' p̄d' centum libras eidem Ric̄o nondum reddidit ſed ill' ei reddere hucuſq; om̄io contradixit & adhuc contradic' unde idem Ric̄us dic' q̄d deteriorat' eſt & dampnu' h̄et ad valenciam viginti librarum Et inde produc' ſectam &c. Et profert hic in Cur' ſcriptum p̄dcm' quod debm p̄dcm' in forma predca' teſtatur cujus dat' eſt die & anno ſupradictis &c.

Sur Obligat' 4 Feb. 8 W. 3

Barr.

Et p̄d' Johes Benſley p Andream Brereton Attorn' ſuu' ven̄ & defend' vim & injur' quando &c. Et pet' audit' ſcripti pred' Et ei legitur &c. pet' etiam audit' condic̄onis ejuſdem ſcripti Et ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bounden *John Benſley*, his Heirs, Executors and Adminiſtrators, for his and their parts and behalfs, do in all things well and truly ſtand to, obey, abide, perform fulfil and keep the Award, Order, Arbitrament, final End and Determination of *Thomas Palgrave* of the City of *Norwich* Beer-Brewer, and *Richard Mundeford* of *Helſden* in the County of the City of *Norwich* Yeoman, *Robert Smith* of *Hoſton* in the ſaid County of *Norfolk* Gent. and *Gabriel Buttres* of *Catton* in the ſaid County Yeoman, Arbitrators indifferently named, elected and choſen, as well on the part and behalf of the above-bounden *John Benſley*, as of the above-named *Richard Strike*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, cauſe and cauſes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time or times heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by or between the ſaid Parties, or either of them, ſo as the ſaid Award be made up

Oyer del Condition. Que eſt a performer l'Agard de P. M. S. & B.

Ita qd' l'Agard ſoit fait al ou devant 15 de dit inſtant Feb.

Et ſi nemy, donc al Umpirage de T. B.

Ita quod il fiſt ſon Agard ſur ou devant 23 de dit Febr.

Plea. Que 2 des 4 Arb. *nullum fecer' arbitrium* devant le dit 15 Feb.

Mes le Umpire 23 de dit Feb. fiſt Agard.

Per que il agard que touts ſuits ceſſeront; Et que le Def. payer' al Pl. 6 l. &c.

Et que le Def. apres le dit payment fair' al Pl. un general releaſe.

up in writing under their Hands and Seals on or before the fifteenth day of this inſtant *February*; but if the ſaid Arbitrators do not make ſuch their Award of and concerning the Premiſſes by the time aforeſaid, that then, if the ſaid *John Benſley*, his Heirs, Executors and Adminiſtrators, for his and their parts and behalfs, do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, Umpirage, final End and Determination of *Thomas Bell* of *Frettenham* in the ſaid County of *Norfolk* Gent. Umpire indifferently choſen by the ſaid Parties, of and concerning the Premiſſes, ſo as the ſaid Umpire do make his Award or Umpirage of and concerning the Premiſſes, in writing under his Hand and Seal, on or before the three and twentieth day of this inſtant *February*, Then this Obligation to be void, or elſe to remain in full force, ſtrength and vertue. **Quib; lc̃is & auditis idem Johes dic̃ q̄d p̄d Ricus Strike Accon̄ ſuam p̄dcam̄ inde verſus ipm̄ Johem habere non debet quia dic̃ q̄d Robtus Smith & Gabriel Buttres Arbitratores in condicon̄ ſcripti obligatorij p̄d nōiat̃ ante decimum quintum diem Februarij in eadem condic̃one menc̃onat̃ nullum fecer̃ Arbitrium ſuum in ſcriptis ſub ſigillis ſuis Sed idem Johes ulterius dic' q̄d Thomas Bell in eadem condic̃one ſimiliter nōiat̃ Umpirator accepto ſuꝑ ſe onere arbitrij & umpiragij de & concernen̄ materijs in eadem condicon̄ menc̃onat̃ ſpecificat̃ & ſubmiſſis poſt p̄dcm̄ decimū quintū diem Februarij & infra tempus in hac parte limitat̃ & appunctuat̃ videlt viceſimo tertio die Februarij in condic̃one p̄d menc̃onat̃ apud Norwicū p̄d fecit quoddam arbitriū vel umpiragiū ſuū de & ſuꝑ p̄miſſis ſub manu & ſigillo ipſius Thome Bell ac per idem arbitriū vel umpiragium ſuū arbitrat̃ fuit & ordinavit q̄d omnes ſecte inter p̄d Johem Benſley & Ricm̄ Strike ceſſarent & ulterius ꝑ eoꝝ alterum non ꝓſequerentur Et q̄d p̄dcus Johes Benſley executor̃ vel adminiſtrator̃ ſui bene & veraciter ſolverent vel ſolvi cauſarent p̄d' Ric̃o executoribꝰ vel adminiſtratoribꝰ ſuis ad vel in Porticu Guihald Civit̃ Norwic' ſuper viceſimum quintum diem Marcij ꝓx' ſequen̄ dat̃ arbitrij vel umpiragij p̄d inter horas tertiam & ſextam pomeridian̄ ejuſdem diei ſum̄am ſex libraꝝ legalis monete Angl' Et q̄d p̄d Johes Benſley poſt ſoluc̃onem p̄d ſex libraꝝ p̄d Ric̃o ſigillaret & exequeretur p̄d Ric̃o general' acquietanc' om̄iū & om̄iod Acc̃onis & Accon' Sectaꝝ Billaꝝ Obligacon' Special' Judicioꝝ Execucon̄ Extent̃ Querel' Controverſiarū Tranſgr' Dampnoꝝ & Demand quorumcunq; Ad aliquod tempus vel tempora ante quartum diem Februarij tunc inſtant' hit̃ fact̃ mot̃ ꝓlat̃ inchoat̃ ſectat̃ ꝓſecut̃ fact̃ ꝑmiſs' commiſs' vel penden̄ inter ipſos Johem & Ricm̄ Et q̄d p̄d Johes Benſley abinde durant̃ bene**

bene plito Jacobi Ruſhout vocat Sir James Ruſhout & Ruſhout Cullen vocat' Sir Cullen Ruſhout toleraret & permitteret pred' Ricm Strike quiet & pacifice tenere & frui ut tenens dictorum Jacobi Ruſhout & Ruſhout Cullen vel eorum alterius tot ill' clauſo terre cõit' cogn̄ per nomen de le Pond-Cloſe continen̄ per eſtimacõnem novemdecim acr' in Spronſton in Com Norf. abſq; intracoñ clameo vel interrupcoñ dcĩ Johis Benſley vel alicujus ſubt eum clamañ ꝓut per arbitriu pred' plenius liquet & apparet Et idem Johes in facto dic' q̄d ipſe poſt tempus conſeccõnis arbitrij ſive umpiragij p̄d' Thome Bell hucuſq; non ꝑſecut fuit aliqm ſectam in lege contra p̄d' Ricm Strike & q̄d ipſe idem Johes ſuper pred' viceſimum quintum diem Marcij in arbitrio vel umpiragio p̄d' mencõnat in Porticu de le Guihald' Civit' Norwic' pred' ſolvit pred' Rico ſex libras in arbitrio vel umpiragio pred' appunctuat quas p̄dcus Ricus adtunc & ibm de eodem Johe huit & recepit in exoneracoñ arbitrij & umpiragij pred' in hac parte Et pred' Johes adtunc & ibm & ſemper poſtea hucuſq; parat fuit ſigillare & exequi pred' Rico generał acquietanc' ſecundum tenor dict arbitrij vel umpiragij Et idem Johes ulterius dic' q̄d predcus Ricus ad aliquod tempus poſt confeccoñ arbitrij vel umpiragij pred' hucuſq; quoquomodo non evict inquietat' vel perturbat fuit in tenura vel occupacõne Cl'i pred' in arbitrio vel umpiragio pred' mencõnat per intracoñ clamañ vel interrupcoñ dcĩ Johis vel alicujus perſoñ ſubt' eum clamañ Et hoc idem Johes parat eſt verificare unde pet' Judicm ſi pred' Ricus accõnem ſuam pred' verſus ipm Johem here debeat.

Et que le Def. permitter' le Pl. d'enjoyer un Cloſe, &c.

Et donc il aver, que il n'ad ꝑſecute aſcun Action. Et que il ad pay les dits 6 l. &c. Queux le Pl. donc receive en plein diſcharge de dit Agard. Et donc fuit priſt al executer un general acquit'. Et que le Pl. ne fuit unques diſturb en le enjoim. de dit Cloſe.

Et pred' Ricus dic' q̄d ipſe per aliqua preallegat ab accõne ſua pred' verſus prefat' Johem hend' precludi non debet quia dic' qd' bene & verum eſt qd' pred' Robtus Smith & Gabriel Buttres ante pred' decimum quintum diem Februarij in condicõne pred' mencõnat' nullum fecer' arbitrium ſuum in ſcriptis ſub manibꝰ & ſigillis ſuis q'dq; predcus Thomas Bell accepto ſuper ſe onere umpiragij pred' de & concernen' materijs in eadem condicõne mencõnat' p̄d' viceſimo tertio die Febr' in condicõne p̄d mencõnat apud N. p̄d' fecit quoddam umpiragiu ſuu de & ſup p̄miſſis ſub manu & ſigillo ipſius T. B. ac per idem umpirag' ſuu arbitrat' fuit & ordinavit qd' omnes ſecte inter p̄d' Johem Benſley & Ricm Strike ceſſarent & ulterius per eorum alterius non ꝓſequerentur Et qd' pred' Johes Benſley executores vel adminiſtratores ſui bene & veraciter ſolverent vel ſolvi cauſarent pred' Rico executoribꝰ vel adminiſtratoribꝰ ſuis ad vel in Porticu Guihald' Civit' Norwic' ſuper viceſimum quintum diem Marcij prox' ſequen̄ dat umpiragij pred' inter horas tertiam & ſextam poſt meredian̄

Replic'. Per que eſt confeſs que les dits deux Arbitrat' n'ont fait aſcun Agard. Et que le dit umpire agard que touts ſuits ceſſeront, & le paym. de les dits 6 l. & le dit general Releaſe come le Def. ad alledge.

Mes ouſter il dit que fuit agard que apres le payment des dits 6 l.

Que le Pl. fairoit al Def. un general Acquit' &c.

Et donc il dit que le Def. n'ad pay les dits 6 l. &c.

Travers *abſq; hoc*, que le Umpire ad Agard *tantum* p̲ut Def. *placitando allegavit.*

meridian̄ ejuſdem diei ſummam ſex librarum legalis monete Anglie Et q̄d p̄dcus̄ Johannes Benſley poſt ſolucon̄ p̄d ſex librarum p̄dc̄o Ricardo ſigillaret & exequeretur p̄dc̄o Ricardo general' acquietanc' omnium & omnimod̄ Acc̄onis & Accon̄ Sectarum Billarum Obligacon̄ Special' Judiciorum Execucon̄ Extent' Querel' Controverſiarum Tranſgr' Dampnorum & Demand̄ quorumcunq; ad aliquod tempus vel tempora ante quartum diem Februarij tunc inſtant' hit' fact' mot' prolat' inchoat' ſectat' proſecut' fact' permiſs' commiſs' vel penden̄ inter ipm̄ Johannem & p̄dcm̄ Ricardum prout idem Johannes Benſley ſuperius inde placitand̄ allegavit Sed idem Ricardus Strike ulterius dicit q̄d per umpiragium ill' ulterius ordinat' fuit q̄d ſuper pred' ſolucōnem pred' ſex librarum in forma pred' idem Ric̄us Strike ſigillaret & exequeretur eidem Johanni Benſley aut ad ejus uſum general' acquietanc' omnium & omnimodar̄ Acc̄onis & Accon̄ cauſe & cauſarum Accon̄ Sectarum Billarum Obligatoriarum Scriptorum Obligatoriorum Specialitat' Judiciorum Execucon̄ Extent' Querelarum Controverſiarum Tranſgr' Dampnorum & Demand̄ quorumcunq; ad aliquod tempus vel tempora ante quartum diem tunc inſtantis Februarij hit' fact' mot' p̲lat' inchoat' ſectat' p̲ſecut' fact' permiſs' commiſs' ſive dependen' per vel inter pred' Johannem Benſley & Ricardum Strike q̇dq; p̄d Johannes Benſley non ſolvit ſeu ſolvi cauſavit eidem Ricardo pred̄ ſummam ſex librarum in vel ſuper pred̄ viceſimum diem Marcij in umpiragio pred̄ ſuperius mencōnat' ſecundum formam & effectum umpiragij illius Abſq; hoc q̄d per umpirator' pred' umpirat' fuit tantum prout pred̄ Johannes Benſley ſuperius inde plitand̄ allegavit Et hoc parat' eſt verificare Unde pet' Judicm̄ Et debm̄ ſuū p̄dcm̄ una cum dampnis ſuis occōne detencōnis debi illius ſibi adjudicari &c.

Demurrer, & Joinder en Demurrer.

CEo Caſe fuit al ſeveral temps fortment argue per Councel de ambideux parts, & per le Councel del Def. fuit dit Que (come ceo Caſe eſt) un ſufficient Breach del Agard fait per le Umpire duiſſoit eſtre alledge en le Replication. Et pur ceo *Jeffery* & *Guy*'s Caſe, *Tel.* 78. *Hayman* & *Gerrard*'s Caſe, 2 *Saund.* 102 & 326. *Fuller* & *Spackman*'s Caſe, 3 *Cro.* 66. *Hob.* 199. fueront cite. Mes en ceſt Caſe la ne fuit aſcun ſufficient Breach aſſigne, car le Def. ad monſtre un Agard fait per le Umpire, per que (*inter alia*) eſt agard que le Def. payera al Pl. 6 *l.* & le Pl. ayant reply que le Def. n'ad pay eux, Il duiſſoit aver priſe Iſſue ſur ceo, & nemy a concluder ove un *hoc parat' eſt verificare.* Et pur ceo *Roberts* & *Mariet*'s Caſe, 2 *Saund.* 188. fuit cite.

Mes del auter part fuit dit, Que coment le Replication eſt male, pur ceo que le Pl. n'ad priſe Iſſue ſur le payment, & auxi pur ceo que le Pl. per le Travers en le Replication, ad *lock'd up* le Def. iſſint que le Def. ne puiſſoit rejoine, uncore le Barr eſt male, pur ceo que per le Agard le Def. fuit a ſealer & executer al Pl. un general Releaſe; Et il dit, que il *ſemper parat'* fuit a ceo faire, lou il duiſſoit aver expreſment averre que il ad fiſt ceo, ou que il tender al luy un Releaſe, & que il ad refuſe, car le tender del Releaſe doit vener de part de Defendant, come eſt adjudge en *Baker* & *Bulſtrode*'s Caſe, 1 *Ven.* 255. Et pur ceo ne fuit aſcun beſoigne a faire aſcun Replication, & donc le primer fault eſteant en le Barr, que en effect eſt nul Barr, le Replication al ceo ne noyera.

Le Chief Juſtice *Treby* fuit de Opinion que ne fuit requiſite en ceo Caſe a monſtre aſcun Breach, pur ceo que le Barr fuit merement idle & impertinent, car ne appiert que le Umpire ad aſcun Authority a faire un Agard, & eſt tout come s'il ad dit, que les Arbitrators n'ont fait aſcun Agard devant le Submiſſion, ou que meere eſtranger n'ad fait aſcun Agard, & le Plea icy admit que les Arbitrators puiſſoient aver fait ceo, car en le Plea eſt dit que deux de les Arbitrators n'ount fait aſcun Agard devant 15 de *Feb.* lou per le Submiſſion ils ount Authority a ceo faire ſur le dit jour, & il poiet aver demur al cet Plea, & coment que il ad reply al ceo, uncore le Def. ayant demur al le Replication, le Pl. poit prender Advantage del imperfections en le Barr, pur ceo que en ceo eſt le primer fault. Mes il admit que ſi le Def. ad plede nul Agard fait, que donc un ſufficient Breach doit eſtre aſſigne.

Mes Juſtice *Powel* fuit de contrary Opinion; & il dit, que voire fuit que eſt un general Rule, que Judgment ſerra encounter luy que commit le primer fault; mes que n'eſt iſſint en le Caſe d'un Agard; ſi le Def. ad plead *Non ſubmiſit*, ou tiel collateral matter, la ne beſoigne aſcun Breach eſtre aſſigne; mes le Pl. poit *follow* le Def. en ſon voy. Mes quant le Def. plead nul Agard, ou ceo que tantamount, la Breach doit eſtre aſſigne, & le Plea icy amount al nul Agard fait. Et pur ceo bon Breach doit eſtre aſſigne. Les auters Juſtices ne deliver' aſcun Opinion en le Caſe. Et ſur ceo le Pl. ſur ſon prier ad Congé a diſcontinuer.

Vide *Linſey* & *Aſtrey*'s Caſe, 2 *Bulſt.* 38. & *Godbolt* 255. que eſt un notable Caſe cybien al Travers en le dit Caſe de *Strike* & *Benſley*, come al les auters points de ceo.

Onyons v. *Cheeſe*.

Tempeſt. Trin. 10 W. 3. Regis. Rot. 1582.

Debt pur 40 l.

Staff. ſſ. WIllielmus Cheeſe nuper de Rudge in Com̄ pred Yeom̄ alias dict Will'm Cheeſe de Rudge in Com̄ Stafford Yeom̄ ſum̄ fuit ad reſpondend Thome Onyons de plito q̄d reddat ei quadraginta libras quas ei debet & injuſte detinet &c. Et unde idem Thomas ꝑ Johem Blackmore Attorn ſuu dic qd cum pred Willus viceſimo die Januarij an̄o regni Dni Willi tertij nunc Regis Anglie &c. octavo apud Stafford in Com̄ pred ꝑ quoddam ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri p̄fat Thome Onyons in pred quadragint libris ſolvend eidem Thome cum adinde poſtea requiſit eſſet q̄d tamen Will'us licet ſepius requiſit pred quadragint libr eidem Thome nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradic unde dic qd deteriorat eſt & dampnu habet ad valenciam decem librar. Et inde ꝓduc ſectam &c. Et ꝓfert hic in Cur ſcriptu pred qd debm pred in forma pred teſtatur cujus dat eſt die & anno ſupdict &c.

Narr' ſur Obl. dat' 20 Jan. 8 W. 3.

Profer in Cur' d'Obl'.

Barr.

Et pred Will'us per Johem Hayes Attorn ſuu ven̄ & defend vim & injur quando &c. Et pet audit ſcripti obligatorij pred & ei legitur &c. pet etiam audit condic̄onis ejuſdem ſcripti & ei legitur in hec v̄ba: The Condition of this Obligation is ſuch, That if the above-bounden *William Cheeſe*, his Heirs, Executors and Adminiſtrators, and every of them, for his and their parts and behalfs, in all things do, and ſhall well and truly ſtand to, obey, abide, obſerve, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *Edward Aſton* of *Orſlow* in the County of *Stafford*, Clerk, and *John Bayly* of *Woolverhampton* in the ſaid County, Clerk, Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the above-bounden *William Cheeſe*, as of the above-named *Thomas Onyons*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, Cauſe and Cauſes of Actions, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time or times heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by or between the ſaid Parties, or either of them, ſo as the ſaid Award be made and given up in Writing under their

Oyer de Condit'. Que eſt al eſtoyer al agard de Ed. Aſton & Jo. Bayly.

Ita quod agard ſoit fait ſur ou devant le 2 de Feb. ꝑch' enſuant.

Hands and Seals on, or before the ſecond Day of *February* next enſuing the Day of the Date hereof; but if the ſaid Arbitrators ſhall not make an Award in the Premiſſes within the time aforeſaid, then if the above-bounden *William Cheeſe*, his Heirs, Executors and Adminiſtrators do and ſhall ſtand to, obey, abide and perform the Award, Order and Arbitrament of ſuch Arbitrators or Umpire as the Arbitrators ſhall in Writing under their Hands and Seals nominate and appoint to arbitrate, award, order, judge and determine, of and concerning the Premiſes aforeſaid, ſo as the ſaid Umpire do make his Award in Writing, and ready to be delivered to the ſaid Parties, or either of them, requiring the ſame, at or before the twelfth Day of *February* next, Then this Obligation to be void, or elſe to remain in full force and virtue. Quib⁹ lectis & auditis idem Will'us dic' qd̄ pred̄ Thomas acc̄onem ſuam pred̄ inde v̄ſus eum habere ſeu manutenere non debet quia dic' qd̄ arbitratores pred̄ in condic̄one pred̄ nominat̄ poſt confecc̄onem ſcripti obligatorij pred̄ ſuper vel ante pred' ſecdm̄ diem Februarij in condic̄one pred̄ ſuperius ſpecificat̄ non fecerunt aliquod arbitrium ordinat̄ arbitrament̄ final' finem ſive determinac̄on' inter pfat̄ Thomam & Will'm de & ſuper premiſſis in condic̄one pred̄ ſuperius ſpecificat̄ Et idem Will'us ulterius dic' q̄d Umpirator p Arbitratores pred' elect̄ nullum fec' arbitriũ ordinac' ſeu arbitrament̄ de & ſuper p̄miſſis in condic̄one ejuſdem ſcripti obligatorii ſuperius ſilit̄ menc̄onat̄ ad vel ante pred' duodecimũ diem Februarii in condic̄one pred̄ ſuperius menc̄onat̄ Et hoc parat̄ eſt v̄ificare unde pet̄ Judiciũ ſi pred' Thomas acc̄onem ſuam pred' inde v̄ſus eum habere ſeu manutenere debeat &c.

Et ſi nul agard ſoit, donc a perform' l'agard de tiel Arbitrators ou Umpire que les dits arbitrat' appoint.

Ita quod ſon agard ſoit fait ſur ou devant 12 Feb.

Plea.

Nul agard fait per l'Arbitrators.

Que le Umpire elect per les Arbitrators ne feſoit aſcun agard.

Et pred' Thomas dic' qd' ip̄e per aliqua per p̄dc̄m Will'm ſuperius plitando allegat̄ ab acc̄one ſua pred' v̄ſus eum habend' p̄cludi non debet quia dic' qd' bene & verum eſt qd' pred' Edrus̄ & Johes Bayley arbitratores in condic̄one pred' ſuperius nominat̄ poſt confecc̄onem ſcripti obligatorii pred' & ſuper vel ante ſecdm̄ diem Februarii in eadem condic̄one ſuperius ſpecificat̄ non fecerunt aliquod arbitriũ inter partes p̄dcas̄ de vel ſuper p̄miſſis in condic̄one pred' ſpecificat̄ put pred' Will'us ſuperius inde plitando allegavit ſed idem Thomas ulterius dic' qd' pred' arbitratores in condic̄one pred' nominat̄ poſt confecc̄onem ſcripti obligatorii pred' & ante pred' duodecimum diem Februarii in condic̄one pred' menc̄onat̄ ſcil't viceſimo primo die Januarij anno octavo ſupradicto apud Stafford pred' in ſcriptis ſub manibus & ſigillis ſuis nominaver' & appunctuaver' quendam Johem Huntbach de Fetherſton in pred' Com̄ Staff. Gen̄ fore Umpirator' ad arbitrand' ordinand' & determinand' de & concernen̄ p̄miſſis in eadem condic̄one ſpecificat̄ ſecdm̄ formam &

Replication.

Confeſſion que les Arbitrators ne feſoient aſcun agard.

Mes ils tiel jour, &c. nominat' Jo. Huntbach d'eſtre Umpire.

Le Umpire feſoit ſon agard 12 Feb. &c. en eſcript, &c.

Le agard del Umpire. Que touts ſuits enter eux ou aſcun auter ſur lour account ceſſer' & determiner. Que le Def. payeroit al Pl. 5 l. *erga* ſes coſts en Ley & le Apothecary's Bill & auters ſes Coſts. Et al Feme de Pl. 20 s. pur le abuſe fait a luy. Tout d'eſtre pay ſur ou devant 25 Mar. &c. Breach pur non payment del dits 5 l.

effecm̄ condic̄onis ill' Et pꝛed' Thomas ulterius dic' qd' pꝛed' Johes Huntbach poſt confeccon' ſcripti obligatoꝛii pꝛed' necnon poſt pꝛedcam̄ nominacon' ipſius Johis Huntbach foꝛe umpirator' ut pꝛefertur ac infra tempus pꝛedcm̄ hujuſmoi umpirator' in ea parte in eadem condic̄one limitat' ad in & ſuper duodecimum diem Febꝛuarij in condic̄one pꝛed' ſuperius ſpecificat' apud Staffoꝛd pꝛed' (ſuſcepto ſuper ſe onere arbitrandi oꝛdinandi & determinandi de & ſuper p̄miſſis in condic̄one pꝛed' ſuperius ſpecificat' inter eundem Will'm & p̄fat' Thomam ſecdm foꝛmam & effecm condic̄onis ill') adtunc & ibm fecit umpiriagiu ſuu in ſcriptis ſub manu & ſigillo ſuis inter eundem Will'm & pꝛefat' Thomam de & ſuper p̄miſſis in condic̄one pꝛed' ſuperius ſpecificat' ac adtunc & ibm parat' foꝛe delibat' partib⁹ pꝛed' vel alterutr' eoꝝ ill' requiren per qd' quidem umpiragiū idem Johes Huntbach umpiratoꝛ oꝛdinavit & arbitravit qd' omnes ſecte inter partes pꝛed' vel aliqua al' ſuper eoꝝ comput' de aliquib⁹ querelis Anglice Quarrels ſive v̄bis ceſſarent & determinarent Et qd' ipi eſſent amatoꝛes & amici Etiam pꝛed' Johes Huntbach umpiratoꝛ p idem umpiragiu ſuu arbitravit q̄d pꝛed' Will'us Cheeſe ſolv̄et p̄fat' Thome Onyons ſummam quinqꝫ libꝛarum erga cuſtagia ſua in lege & billam Pharmacopole & al' cuſtagia ſua Acetiam daret Marie tunc uxoꝛi pꝛed' Thome Onyons ratione injur' & abuſion quas fecit ei ſum̄am viginti ſolidoꝝ Que quidem ſumme ſolverentur p pꝛedcm Will'm Cheeſe pꝛefat' Thome Onyons ſuper vel ante viceſimu quintu diem Martij tunc px' ſequen poſt confeccon' ejuſdem umpiragij Et idem Thomas ulterius dic' qd' licet ipe idem Thomas a tempoꝛe confecc̄onis umpiragij pꝛed' hucuſqꝫ bene & vere obſervavit perfoꝛmavit & cuſtodivit omnia & ſingula in umpiragio pꝛed' content' ex parte ipſ̄ Thome perfoꝛmand' & perimplend' ſecdm̄ foꝛmam & effecm̄ umpiragij ill' ꝓteſtando etiam q̄d pꝛed' Will'us non obſervavit perfoꝛmavit ſeu perimplevit umpiriagiū pꝛed' in aliquib⁹ ex parte ipſius Willi perfoꝛmand' & perimplend' ſecundum foꝛmam & effecm̄ umpiragij illius in facto idem Thomas ulterius dic' q̄d' pꝛed' Will'us non ſolvit eidem Thome p̄d' ſummam quinqꝫ libꝛarum ſuper vel ante viceſimum quintum diem Martij in eodem umpiragio menc̄onat' quam ei ſuper vel ante eundem diem ſolviſſe debuit ſecdm̄ foꝛmam & effecm̄ umpiragij illius Et hoc parac' eſt v̄ificare unde pet' Judicm̄ & debm ſuu pꝛed' unacum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront pris al ceſt agard.

1 *Except.* Que le agard que touts Suits enter les Parties, ou aſcuns auters de leur Behalf, ceſſeront, fuit void quant al eſtrangers; & les Arbitrators intend le ceſſer del diſt ſuits d'eſtre part del Conſideration del Payment de les dits 5 *l.* pur Coſts per le Defendant, & intant que il ne poit aver le pleine Benefit intend pur luy, l'Arbitrament eſt void *in toto.* 1 *Rolls Abr.* 259. *Nu.* 10. *Pope* and *Skinner*'s Caſe, 2 *Saunders* 292.

2 *Except.* Que le Submiſſion icy eſt Conditional, (coment que eſt ſolement, *Ita quod Arbitrium fiat* devant tiel temps) ſicome ad eſtre, *Ita quod fiat de Premiſſis predictis* devant tiel temps, & iſſint eſt adjudge en *Inglet* & *Riſden*'s Caſe, 3 *Cro.* 438. & donc ſi n'eſt final, eſt void *in toto. Harris* & *Painter*'s Caſe, *Rolls*, *Arbitrament* 261. *Nu.* 7. Mes ceſt Arbitrament n'eſt final; car per ceo eſt agard que le Def. payera al Pl. 5 *l. towards his Charges at Law, and the Apothecary's Bill, and other his Charges*; Iſſint que pur part de eux le Plaintiff eſt al liberty de ſuer pur ceo; *Sed non allocat'.* Et le Plaintiff ad Judgment. Et le Court dit, que les parols *towards his Charges*, ſerront pris en ſatisfaction de touts Charges. *Lutwyche* Accounſel ove le Defendant.

Boſwall v. *Rawſtorne.*

Trin. 5 Will. & Mariæ.

Ebor' ſſ. Laurencius Rawſtorne nuper de Preſton in Com Pal' Lanc' Ar' alias dict' Lawrence Rawſtorne of New-hall in the County of Lancaſter, Eſq; ſum fuit ad reſpondend Will'o Boſwall Ar' Adminiſtr' bonor & catallor que fuer' Marie nuper ux' ejus nuper dict' Marie Rawſtorne que obijt inteſtat' &c. de plito qd reddat ei quingent' quinquagint' & tres libr' quas ei injuſte detinet Et unde idem Will'us per Thomam Allgood Attorn ſuu dic' qd cum ꝑ quandm Indentur' factam apud Caſtrum Eborum in Com pred' viceſimo ſeptimo die Decembr' anno regni Dni Caroli ſecundi nuꝑ Regis Angl' &c. decimo ſexto inter ipm Laurencium per nomen Laurencij Rawſtorne de Newhall in Com Lancaſtr' Ar' ex prima parte quendm Jacobum Murray jam defunct' & Janam ux' ejus per nomen

Debt pur 553 l. per le Pl. come Adm' de M. ſa Feme.

Narr'. Sur Indent' dat. 27 Dec. 16 Car. 2.

nomen Jacobi Murray de Romanugh in regno Scot' Gen' & Jane ux' ejus ex ſecunda parte & pred Mariam in vita ſua dum ipā ſola fuit per nomen Mary Rawſtorne de Brandleſtine in dict' Com̄ Lancaſtr' Spinſter ex tertia parte cujus unam partem ſigillo pred Lawrencij ſignat' idem Will'us hic in Cur' p̄fert cujus dat' eſt eiſdem die & anno teſtat' ſit q̄d pred Lawrencius Rawſtorne p eand̄ Indentur' p ſe heredib9 executor' adminiſtrator' & aſſign̄ ſuis convenit p̄miſit & conceſſit ad & cum p̄dcā Maria Rawſtorne executor' adminiſtrator' & aſſign̄ ſuis q̄d ipē pred Lawrencius Rawſtorne executores adminiſtratores vel aſſign' ſui vel eor' aliquis bene & fidelit' contentarent ſatiſfacerent & ſolverent vel ſolvi cauſarent pred Marie Rawſtorne vel aſſignat' ſuis plenam ſummam ducent' libr' legalis monet' Anglie infra tres menſes p̄x' poſt maritagiū ipſ̄ pred Marie ſi ipā pred Maria tunc ſuperſtes eſſet & ſum̄am ducentar' librarum conſimil' monet' Anglie infra tempus & ſpacium duor' annor' p̄x' poſt pred maritagiū pred Marie p duas annual' & equal' ſolucōnes Si ipā p̄dcā Maria vel aliquis exitus ipſ̄ corporis tunc ſuperſtes eſſet unacum intereſſe p p̄dcō quadringent' libr' ſecd̄m ratam ſex librar' p cent' durant' & quouſq; p̄d ſum̄e debite devener' ut p̄fertur abſq; aliqua fraude vel mora p̄ut p eand̄ Indentur' inter al' plenius apparet Et p̄d Will'us in facto dic' q̄d poſt confeccōnem Indentur' p̄d & diu ante diem impetracōnis b̄ris originalis ipſ̄ Willi ſcilt decimo ſexto die Maij anno Dn̄i milleſimo ſexcenteſimo ſeptuageſimo p̄d Maria debito modo maritata fuit & cepit in virū ſuū ipm̄ Willm̄ videl't apud Caſtrum Ebor' p̄d unde idem Will'us poſtea ſcilt eiſdem die & anno ibm noticiam p̄fat' Lawrencio dedit Et idem Will'us ulterius dic' q̄d p̄d Maria p duos annos & amplius poſt maritagium ſuū p̄d imo p ſpaciū quinq; annor' poſtea vixit & in plena vita fuit videlt apud Caſtr' Ebor' p̄d Dōq; intereſſe p p̄d ducentis libr' primo ut p̄fertur ſolubil' a tempore confeccōnis Indentur' pred uſq; tres menſes p̄x' poſt maritagiū p̄d ſecd̄m ratam p̄d in toto ſe attingit ad ſexagint' & ſex libr' acetiam intereſſe p p̄d alijs ducent' libr' a tempore confeccōn dcē Indenture uſq; duos an̄os p̄x' poſt maritagiū pred ſecd̄m ratam pred attingit ad octogint' & ſeptem libr' que quidem ſepal' denar' ſum̄e in toto ſe attingunt ad quingent' quinquagint' & tres libr' p quod accō accrevit eiſdm̄ Will'o & Marie in jure ipſ̄ Marie in vita ſua ad exigend & habend de p̄fat' Lawrenco p̄d quingent' quinquagint' & tres libr' p̄d tamen Lawrencius licet ſepius requiſit' p̄d quingent' quinquagint' & tres libr' eiſdem Will'o & Marie in vita ejuſdm̄ Marie ſeu eidem Will'o poſt mortem ipſ̄ Marie (cui adminiſtracō omniū bonor' & catallor' que fuer' p̄fat' Marie tempore

Per que *Teſtatum eſt* que le Def. covenant ove l'inteſt' a payer al Inteſt' 200 l. deins 3 mois apres ſa marriage ſi el donque ſerroit en vie, & 200 l. pluis deins 2 ans apres ſa marr' ſi el ou aſcun iſſue de ſa corps ſerroit donque en vie; ove intereſt pur les 400 l.

Averment. Que el fuit marry 16 *Maij* 1670.

Notice al Def.

Averment. Que el vivoit 5 ans apres ſa marr.

Computacon' del Intereſt.

Le Sum *in toto*.

poꝛe moꝛtis ſue ꝑ Johem Pꝛovidencia Divina Cantuar' Archiepiñ totius Angl' Pꝛimat' & Metropolitañ viceſimo die menſis Septembr' anno Dnī milleſimo ſexcenteſimo nonageſimo ſecdō apud Caſtrū Eboꝝ pd̄ poſt moꝛtem ipſ̃ Marie deba juris foꝛma comīſſa fuit) non reddidit ſed ill' eis reddere contradixit ac ill' eidem Will'o adhuc reddere contradic' & injuſte detinet unde dic' qd̄ deterioꝛat' eſt & dampnū habet ad valenciam ſexcentaꝝ librarū Et inde ꝓduc' ſectam &c. Et ꝑfert hic in Cur' literas adminiſtratoꝛias pd̄ Archiepī que comīſſion̄ adminiſtracon̄ pd̄ in foꝛma pd̄ teſtantur quarū dat' ſunt die & anno ult' ſupdict'.

AL ceſt Declaration le Def. pleade *Non eſt factum*, & Iſſue ſur ceo, & Verdict pur le Pl.

Et ſur ceo *Levinz* en arreſt de Judgment priſt trois Exceptions.

1. Que le Action eſt port ſolement pur 553 *l.* Mes per Computation le voier debt per le Declarat' appiert d'eſtre 556 *l.* & n'eſt diſt coment le reſidue eſt diſcharge ou *quid inde venit*.

2 *Except.* Le Declarat' eſt per voy de *Teſtat' exiſtit*, que poit eſtre bone en Covenant: Mes nemy en debt.

3 *Except.* Que per le Declarat' eſt alledge, Que Lett' d'Admin' fueront grant al Pl. al *York* per le Archeveſque de *Canterbury*, le quel eſteant un local & judicial Act, & eſteant fait hors del Province eſt void: Et ſur ceo un Rule fuit fait d'arreſter Judgment *niſi*, &c.

Reſp 1. Al primer Exception fuit reſpond per le Counſel del Plaintiff, Que ceo fuit ſolement le Miſpriſion del Clerke, que ne prejudicera le Plaintiff, eſpecialment apres Verdict: & al ceo purpoſe le Caſe de *Spars* & *Drury*, 2 *Cro.* 569. fuit cite. Lou en *Aſſumpſit* pur biens vend en le computat' del ſumme total, meins fuit alledge d'eſtre due, que fuit; *ſed non allocat'*: & auxi *Parker* & Sr. *Jo. Curſons* Caſe, ou en *informat'* pur Abſence del Eſglis pur 13 Mois, & le Penalty pur 11 Mois ſolement fuit demand, & uncore bone; *Et non allocat' Exceptio Tamen Quære* de ceo, & *vide* 2 *Cro.* 478. *Pemberton*'s Caſe. *Cro. Car.* 103. Sir *Tho. Holt*'s Caſe, & 137. *Baily* & *Offord*'s Caſe, 2 *Ven.* 129. 2 *Levinz.* 4.

Reſp. 2. Al ſecond Exception fuit reſpond, Que le difference eſt inter Debt ſur Demiſe, & Debt ſur Covenant; en le primer eſt male, & en l'auter bone, come eſt reſolve en *Croker* & *Child*'s Caſe, 3 *Keble* 94 & 115. 2 *Levinz.* 74 & 75. Et ſur ceo ceſt Except' fuit over-rule.

Reſp. 3. Al tierce Exception fuit reſpond que le granter de Lett' d'Adminiſtration ne fuit un Judic' Act, mes un Miniſterial, & l'Eveſque eſt come Perſon deſigne & appoint per le Stat. *Helyar*'s Caſe, 1 *Jones* 234. Et le Pl. ad Judgment. *Lutwyche* fuit Accouncel ove le Plaintiff.

Wilſon v. *Conſtable.*

Winford. Trin. 10 W. 3. Regis. Rot. 1235.

Debt pur 100 l.

Narr' ſur Obligat. dat' 10 Mar. 1691.

Ebor' ſſ. Robtus Conſtable nuꝑ de Beverley in Com̃ pred Ar' als dict' Robtum Conſtable de Beverley in Com̃ Ebor̃ Armig' ſum̃ fuit ad reſponden Chriſtophero Wilſon Gen̄ de plito pd̄ reddat ei centum libras quas ei debet & injuſte detinet &c. Et unde idem Chriſtopherus ꝑ Johem Burdett Attorn̄ ſuũ dicit q̄d cum p̄dcus̄ Robtus decimo die Marcij anno Dnĩ milliſimo ſexcenteſimo nonageſimo primo apud Caſtrum Ebor̄ ꝑ quoddam ſcriptũ ſuũ obligatoriũ conceſſiſſet ſe teneri prefat' Chriſtophero in p̄d centum libris ſolvend' eidem Chriſtophero cum inde poſtea requiſit' fuiſſet p̄dcus̄ tamen Robertus licet ſepius requiſit' pred' centũ libras p̄fat' Chriſtopher' nondum reddidit ſed ill' reddere om̃io contradixit & adhuc contradic' unde dic' qd̄ deteriorat' eſt & dampnũ h̃et ad valenciam viginti librar̄ Et inde ꝓducit ſectam &c. Et ꝓfert hic in Cur' ſcriptum pred̄ quod debm predcm̃ in forma predcã teſtatur cujus dat' eſt die & anno ſupradict' &c.

Pleà.

Et predcus̄ Robtus Conſtable ꝑ Robtm̃ Wareing Attorn̄ ſuũ ven̄ & defend̄ vim & injur' quando &c. Et petit auditum ſcripti pred̄ & ei legitur petit etiam auditum condic̃onis ejuſdem ſcripti Et ei legitur in hec verba ſſ. The Condition of this Obligation is ſuch, that if the above-bounden *Robert Conſtable*, his Heirs, Executors and Adminiſtrators, for his and their Parts and Behalfs, do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *Thomas Haſſel* of *Newmalton* in the County of *York* Eſq; and *Thomas Alured* of *Beverley* aforeſaid in the ſaid County of *York* Eſq; Arbitrators indifferently named, elected and choſen, as well on the part and behalf of the above-bounden *Robert Conſtable*, as of the above-named *Chriſtopher Wilſon*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, cauſe and cauſes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time or times heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by or between the ſaid Parties, or ei-

Oyer del Condit. Que eſt a performer le Agard de T. H. & T. A.

ther of them, ſo as the ſaid Award be made in writing, or by word of mouth, on or before the tenth day of *May* next enſuing the date hereof: but if the ſaid Arbitrators do not make ſuch their Award of and concerning the premiſſes by the time aforeſaid, That then if the ſaid *Chriſtopher Wilſon* and *Robert Conſtable*, their Heirs, Executors and Adminiſtrators, for their parts and behalfs, do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order and Arbitrament, Umpirage, final End and Determination of *Richard Crake* of *Marton* in the ſaid County of *York*, Gentleman, between the ſaid Parties, of and concerning the premiſſes, ſo as the ſaid Umpire do make his Award or Umpirage of and concerning the premiſſes, in writing, or by word of mouth, before two Witneſſes, on or before the twentieth day of *May* next, then this Obligation to be void, or elſe to remain in full force, ſtrength and vertue. And it is further ſubmitted, That the ſaid *Robert Conſtable* forfeit the Sum above-named, if he do not at his own Charge bring the ſaid *Thomas Alured* Eſq; to the Houſe of Mr. *Thomas Smith* of *Kilham* to attend this Arbitration; or if he do not come and give ten days notice to *C. Wilſon* of the time of his being there. Quib; lcis & auditis idem Robtus Conſtable dic' qd' p̄d Chriſtopherus accon̄ ſuam predcam̄ v̄ſus eum h̄ere non debet quia dicit q̄d nec pred Thomas Haſſell & pred Thomas Alured arbitratores pred in condic̄one ſupius nōiat' fecer' aliquod arbitr' ordinem arbitramentum final' finem & determinac̄onem inter ipm̄ Robtum Conſtable & predcm̄ Chriſtopheru Wilſon de ſup vel concernen' pred premiſſis in condic̄one pred ſupius ſpecificat' ad vel ante predcm̄ decimum diem Maij in condic̄one pred ſupius menc̄onat' ſecundum formam & effectum condic̄onis illius Nec pred Ricus̃ Crake umpirator pred in condic̄one pred' ſupius nōiat' fecit aliquod arbitriu ordinem arbitramentum umpiragiu final' finem & determinac̄onem inter ipm̄ Robtum & predcm̄ Chriſtopherum de ſup vel concernen' pred' premiſſa in condic̄one predca ad vel ante predcm̄ viceſimu diem menſis Maij in eadem conditione ſuperius menc̄onat' ſecundum formam & effectū conditionis illius Et pred Robtus Conſtable ulterius dicit qd ipſe idem Robtus ante predcm̄ decimum diem Maij in condic̄one pred' ſpecificat' & poſt confeccon' ſcripti pred ad ſua ppria cuſtagia adduxit prefat' Thomam Alured ad domum pred Thom Smith de Kilham ad attendend arbitracon̄ in condic̄one predca menc̄onat' Et qd' ipſe idem Robtus dedit p decem dies noticiam (Anglice ten days notice) pred' Chriſtophero temporis prefat' Thome Alured illic eſſend' (Anglice being there) Et hoc parat' eſt verificare unde petit Judicm̄ ſi predcus̃ Chriſtopherus acc̄onem ſuam predcam verſus eum h̄ere debeat &c.

Ita quod le Agard ſoit fait *ad vel ante* 10 *Maij*. Mes ſi nul Agard fuit fait per les Arbitrat. donc a performer le Agard de R. C *Ita qd'* il fiſt ſon Agard devant deux teſtmoignes *ad vel ante* 20 *Maij*. Et donc enſuiſt un particular Clauſe, &c.

Plea.

Nul Agard fait per les Arbitrators.

Nul Agard fait per le Umpire.

Un Averm^t que il ad performe tout ceo en le darr' clauſe de Condit^n mention.

Replic'.

Le Agard del Umpire fait *ore tenus.*

Que le Def. payer' al Pl. 15 l. & pur ſon coſts expend &c. 7 l. Et que ſur ceo tours differences entereux ceſſer' &c.

Requeſt a payer les dits 15 l. & 7 l.

Proteſtat' que le Def. n'ad pay ceux ſums.

Breach pur nonpayment des 15 l.

Et pred' Chriſtopherus dicit qd' ipſe ꝑ aliqua preallegata ab accōne ſua predcā ħend' precludi non debet Quia dicit qd' bene & verum eſt qd' arbitratores pred' in conditione predcā ſuꝑius nōiat' non fecer' aliquod arbitriū ordinacoñ aut determinacon' de ſuꝑ vel concerneñ premiſſis pred' in conditione predcā ſuperius ſpecificat' ad vel ante predcm̄ decimum diem Maij in eadem conditione mentionat' Sed idem Chriſtopherus ulterius dicit qd' predcus̃ Ricus̃ Crake umpirator pred' in conditione predcā ſuꝑius nōiat' accept' ſuꝑ ſe onere umpiragij illius poſt eundem decimum diem Maij & ante viceſimum diem ejuſdem menſis Maij ſcil't decimo octavo die menſis illius anno Dnī millimo ſexcenteſimo nonageſimo ſecundo apud Caſtrum Eboꝝ pred' de & ſuper premiſſis in conditione predcā ſpecificat' ore tenus umpiravit ordinavit & finalit' determinavit in forma ſequeñ videlt qd' pred' Robtus Conſtable ſolveret eidem Chriſtophero quindecim libras necnon ꝓ cuſtagijs ſuis occone differen' pred' expendit' ſeptem libras qd'q; ſuꝑinde oēs differencie inter eos tempore confeccōnis ſcripti pred' oīnio ceſſarent & finalit' determinat' forent Et idem Chriſtopherus ulterius dic' qd' licet ipſe poſtea ſcil't primo die Julij anno Dnī ult' ſupradicto apud Caſtrum Eboꝝ p̄d' requiſivit p̄d' Robtū ad ſolvend' eidem Chriſtophero p̄d' quindecim libras & ſeptem libras Et ꝓteſtando qd' pred' Robtus non ſolvit eidem Chriſtophero ſummas illas nec aliquem denariū inde ꝓ pl'ito ulterius dicit qd' pred' Robtus pred' quindecim libras eidem Chriſtophero hucuſq; mīe ſolvit Et hoc parat' eſt verificare unde pet' Judicm̄ & debm ſuū predcm̄ unacum dampn' ſuis occone detentionis debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

LE Exception al Replication fuit, Que le Submiſſion al Agard del Umpire fuit conditional, *ita quod* le Agard ſoit fait en eſcript, ou per parol, devant deux Teſtmoignes, & le Pl. per ſon Replication ad averr que le Umpire ad fait un Agard *ore tenus*; mes n'averr que fuit fait devant deux Teſtmoignes; Et pur ceo Judgment fuit done pur le Def. *Lutwyche* ꝑ Def.

Cooper

Cooper v. *Hirſt.*

Cooke. Paſch 12 W. 3. Regis. Rot. 1626.

Vill' Nott' ſſ. Thomas Hirſt nuꝑ de Vill' Nott' in Com̄ Vill' Nott' p̄d' Innholder al's dic' Thomam Hirſt de Vill' Nott' in Com̄ Vill' Nott' Innholder ſuū fuit ad reſpondend̄ Georgio Cooper de p̄lito q̄d reddat ei quadragint' libr' quas ei debet & injuſte detinet &c. Et unde idem Georgius ꝑ Francum Wyld Attorn̄ ſuū dicit q̄d cum p̄d Thomas viceſimo die Martij anno regni Dnī Regis nunc undecimo apud Vill' Nott' p̄d' in Com̄ ejuſdem Vill' ꝑ quoddam ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri p̄d Georgio in p̄d' quadragint' libris ſolvend̄ eidem Georgio cum inde requiſit' fuiſſet p̄d tamen T. licet ſepius requiſit' p̄d quadragint' libr' eidem G. nondū reddidit ſet ill' ei hucuſq; reddere contradixit & adhuc contradic' ad dampnū ipſius Georgij vigint' libr' Et inde p̄duc' ſectam &c. Et p̄fert hic in Cur' ſcriptum p̄d q̄d debm p̄d in forma p̄d teſtatur cujus dat' eſt eiſdem die & anno ſupradict' &c.

Debt ſur Obligat' de 40 l. dat' 20 Martij 11 W. 3.

Et p̄red' Thomas per Johannem Sudbury Attorn̄ ven̄ & defend' vim & injur' quando &c. Et pet' auditū ſcripti p̄red' & ei legitur &c. pet' etiam audit' condicoñ ejuſdem ſcripti & ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bounden *Thomas Hirſt*, his Heirs, Executors and Adminiſtrators, on his and their parts and behalfs, ſhall and do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *Joſhuah Dickinſon* of *Eakring* aforeſaid in the ſaid County of *Nottingham*, Gent. Arbitrator indifferently elected and named, as well on the part and behalf of the above-bounden *T. Hirſt*, as of the above-named *G. Cooper*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, Cauſe and Cauſes of Actions, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by and between the ſaid Parties or either of them, ſo as the ſaid Award be made in Writing, or by word of mouth, and ready to be delivered to the Parties in difference, or ſuch of them as ſhall deſire the ſame, on

Barr.

Oyer del Condit'.

Que eſt a performer le Agard de J. D. *Ita quod* le Agard ſoit fait ou per parol ou en eſcript priſt d'eſtre deliver &c. al ou devant 20 May.

Barr. Nul agard fait.

or before the Twentieth Day of *May*, then this Obligation to be void, or elſe to remain in full force Quib⁹ lectis & audit idem Tho. dic̄ q̄d p̄d' Georgius acc̄onem ſuam p̄d' Uſus eum habere non debet quia dic̄ quod Arbitrator p̄d' poſt confeccon̄ ſcripti p̄d' nullum fecit arbitrium ordinem Judicm̄ ſive determinacon̄ in ſcriptis ſive ore tenus Anglice by word of mouth de aut concernen̄ premiſſa in condic̄one p̄d' ſuperius ſpecificat ſuper vel ante p̄d' viceſimum diem Maij in condic̄one p̄d' menc̄onat ſecundum formam & effectum condic̄on' illius Et hoc parat eſt verificare unde pet Judicm̄ ſi p̄d Willus acc̄onem ſuam p̄d inde Uſus eum habere debeat &c.

Replicat'

Et p̄d Georgius Cooper dic' q̄d ipſe per aliqua per p̄d Thomam p̄allegat ab acc̄one ſua p̄d Uſus eum hend p̄cludi non debet quia dicit q̄d poſt confeccon̄ ſcripti obligatorij p̄d & ante p̄d viceſimu̅ diem Maij in condic̄one p̄d ſupius ſpecificat ſcilt undecimo die Maij anno regni dci̅ Dni̅ Regis nunc undecimo apud Will' Nott p̄d in Com̄ ejuſdem Will' p̄d' Joſhua Dickinſon Arbitrator p̄d' in condic̄one p̄d' nōiat accept ſup ſe onere arbitrandi finiendi Anglice ending ac determinandi de & ſup premiſſis in condic̄one p̄d ſupius ſpecificat inter eundem Thomam & p̄d' Georgium adtunc & ibm fecit & publicavit arbitriu̅ ſuu̅ int' partes p̄d' de eiſd' p̄miſſ' & p̄inde arbitravit & ordinavit de & ſup p̄miſſis in condic̄one p̄d' ſupius ſpecificat inter p̄d Georgium Cooper & p̄d' Thomam Hirſt modo & forma ſequen̄ videlt q̄d p̄d Thomas Hirſt ſolveret p̄d' Georgio Cooper duodecim libr' ad in vel ſup undecimum diem Julij tunc px' ſequen̄ & q̄d' p̄d' Thomas Hirſt abduc' equam & pullam ſuam infra un̄ ſeptiman̄ a p̄d' Georgio Cooper Idemq; Georgius ulterius dicit q̄d' p̄d' Thomas Hirſt non ſolvebat p̄d' Georgio Cooper p̄d' duodecim libr' ad in vel ſup p̄d' undecimum diem Julij tunc px' ſequen̄ poſt arbitriu̅ p̄d' quas ei ad in vel ſuper eundem diē ſolviſſe debuit ſecundum formam & effectum arbitrij p̄d' Et hoc parat' eſt verificare unde pet' Judicm̄ & debm ſuum p̄d' unacum dampnis ſuis occ̄one detencon̄ debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

Agard fait. Que le Def. payer' al Pl. 12 l. 11 Jul. *prox' ſequen'* Et que le Def. *abducere equam & pullam ſuam infra unam ſeptiman' a præd. Quer.*

Breach. Pur non-payment del 12 l.

PEr le Opinion de les trois Juſtices, encounter le Opinion de Juſtice *Blencow*, Judgment apres deux Arguments fuit done pur le Pl. ſur ceſt reaſon, *viz.* pur ceo que il appiert per le Agard que le Pl. al temps de feſans de ceo ad le poſſeſſion de le Mare & Colt, quel poſſeſſion ne ſerra intend un tortious, mes pluiſtoſt un legal poſſeſſion, come pur Damage-feſant, Bailment,

ment, ou aſcun auter tiel matter, per que le Pl. puit aver juſtifie le detention de eux, & donque le Agard voit eſtre mutual; mes Brief d'Error fuit port. *Girdler* & *Lutwyche* Accouncel ove le Pl.

Elliott v. *Chevall.*

Winford. Trin. 11 Will. 3 Regis. Rot. 1920.

London' ſſ. Willielmus Chevall nup̄ de London Gen̄ alias dict̄ Willielm̄ Chevall de London Gen̄ sum̄ fuit ad reſpondend̄ Thome Elliott de p̄lito q̄d reddat ei ducent̄ libras quas ei debet & injuſte detinet &c. Et unde idem Thomas p̄ Francū Neale Attorn̄ suū dic̄ q̄d cum p̄d̄ Will'us quarto die Maij anno regni Dn̄i Regis nunc decimo apud London p̄d̄ in paroch̄ b̄te Marie de Arcub' in warda de Cheap p̄ quoddm̄ ſcriptū suū obligatoriū conceſſiſſet ſe teneri eidem Thome in p̄d̄ ducent̄ libr̄ ſolvend̄ eid̄ Thome cum inde requiſit̄ fuiſſet p̄dcūs tamen Will'us licet ſepius requiſit̄ p̄d̄ ducent̄ libr̄ eid̄ Thome nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradic̄ unde dic̄ q̄d deteriorat̄ eſt & dampnum habet ad valenciam ducentarū librarū Et inde p̄duc̄ ſectam &c. Et p̄fert hic in Cur̄ ſcriptū p̄d̄ q̄d debm̄ p̄d̄ in forma p̄d̄ teſtatur cujus dat̄ eſt die & anno ſup̄dict̄ &c.

Debt ſur Obl' date 4 May, 10 W. 3.

Barr. Oyer del Condit. Que eſt pur le perform' del Agard de W. C. & J. K.

Et p̄d̄ Will' p̄ Joh̄ White Attorn̄ suū ven̄ & defend̄ vim & injur̄ quando &c. Et pet̄ audit̄ ſcripti p̄d̄ & ei legitur &c. pet̄ etiam audit̄ condicon̄ ejuſd̄ ſcripti Et ei legitur in hec v̄ba ſſ. The Condition of this Obligation is ſuch, that if the above-bounden *William Chevall*, his Heirs, Executors and Adminiſtrators, and every of them do and ſhall, for his and their Parts and Behalf, ſtand to, abide, obſerve, and in and by all things well and truly perform, pay, keep the Award, Arbitrament, Order, Determination, final End and Judgment of *William Duncombe* and *James Kirkman*, Gent. Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid *Thomas Elliott*, as on the part and behalf of the above-named *William Chevall*, to award, arbitrate, order, judge, determine, final End to make of, for, upon and concerning all and all manner of Action and Actions, cauſe and cauſes of Action, Suits, Debts, Strifes, Accompts, Reckonings, Sum and Sums of Money, Treſpaſſes, Variances, Judgments,

Quarrels, Bonds, Specialties, Matters and Demands whatſoever, had, made, moved, uſed and depending having been or now being between the ſaid Parties, ſo always as the ſaid Award, Arbitrament, Order, Determination, final End and Judgment of the ſaid Arbitrators for or upon the Premiſſes be made or given up in Writing under their Hands and Seals, ready to be delivered to the ſaid Parties or either of them demanding the ſame, on or before the one and twentieth Day of this Inſtant *May*; And if the ſaid Arbitrament and Award of and upon the Premiſſes be not made on or before the ſaid One and twentieth Day of this Inſtant, If then the ſaid *William Chevall*, his Executors, Adminiſtrators and Aſſigns, and every of them, do and ſhall ſtand to, abide, obſerve, perform and keep the Award, Umpirage, final End and Judgment of ſuch third Perſon as the ſaid Arbitrators ſhall in Writing under their Hands nominate, direct and appoint as an Umpire betwixt the ſaid Parties, for the ending and compoſing the Differences aforeſaid, ſo as the ſaid Umpire do make and give up his ſaid Award, Umpirage and Determination by Writing under his Hand and Seal ready to be delivered to the ſaid Parties, on or before the Twenty eighth Day of this Inſtant *May*, without Fraud or Covin, then this Obligation to be void and of none effect, or elſe to ſtand and remain in full force and Virtue. Quib; lectis & audit̄ idem Will'us dic̄ q̄d p̄d Tho. accon̄ ſuam p̄d inde v̄ſus eum habere non debet quia dic̄ q̄d p̄d Will' Duncombe & Jacob; Kirkman arbitrator̄ p̄d in condicon̄ p̄d ſuperius nominat̄ nullum fecer̄ arbitriū ordinacon̄ determinacon̄ final' finem ſive Judic̄ de & ſup̄ premiſſ' in condicon̄ ejuſdem ſcripti obligatorij ſuperius ſpecific̄ ad vel ante p̄d viceſimū primū diem dc̄i inſtant Maij Et idem Willus ulterius dic̄ q̄d' arbitrator̄ pred' poſt confeccon̄ ſcripti obligator̄ p̄d' ſcilt viceſimo die ejuſdm̄ menſis Maij apud London p̄d' in paroch & warda p̄d' debe elegeř nominaveř & appunctuaveř ſub manib; ſuis in ſcript̄ quendm̄ Joſephū Foote Gen̄ exiſten̄ hominem indifferent̄ fore umpirator̄ inter partes p̄d' ad faciend' finem & componend' differenc̄ p̄d' in condicon' p̄d' ſuperius mencōnat̄ ſecdm̄ formam & effecm̄ condicon̄ p̄d' qui quidem umpirator ſic elect̄ poſtea ſcil't in & ſuper p̄d' viceſimū octavū diem Maij in condicōne p̄d' ſuperius mencōnat̄ apud London p̄d' in paroch & warda p̄d accepto ſup̄ ſe onere arbitrandi & final' determinandi p̄miſſ' p̄d' in condicon' p̄d' ſup̄ius mencōnat̄ p̄ quoddm̄ ſcript̄ ſuū umpiragij ſub manu & ſigillo ſuis Cur̄ dc̄i Dn̄i Regis nunc hic oſtens' cujus dat̄ eſt eiſdm̄ die & anno arbitravit ordinavit adjudicavit & determinavit de & ſuper eiſdm̄ premiſſ' q̄d p̄d' Willus Chevall hered' executor̄ adminiſtrator̄ vel aſſign' ſui bene & vere ſolverent ſeu ſolvi cauſarent p̄d' Thome

Elliott

Ita quod l'agard ſoit fait en eſcrip', &c. ſur ou devant 21 May donc Inſt.

Et ſi nul agard per eux, donc a performer l'agard de tiel Umpire que les Arb' appoint'.

Ita quod le Ump' fiſt ſon agard ſur ou dev' 28 May.

Plea.

Nul agard fait per les Arb'.

Mes que ils 20 del dit May, nominate J. F. d'eſtre Umpire.

Le Ump' le dit 28 May fiſt ſon agard.

Que le Def. payer' al Pl. 40 l. ſur ou dev' 11 June p̄x' ſequen'.

Elliott executor̃ adminiſtrator̃ vel aſſign̄ ſuis ſum̄am quadraginta librarū ſterlingorū in vel ante undecimū diem Junij tunc pr' ſequen' dat̃ ſcripti umpiragij pred' Et pred' Will'us Cheval ulterius dic' q̄d ipſe idem Will'us predc̄o undecimo die Junij apud London pred' in parochia & warda pred' ſolvit prefat̃ Thome Elliott pred' ſum̄am quadraginta librarū ſterlingoꝝ juxta formam & effec̄m arbitrij pred' Et hoc parat̃ eſt v̄ificare unde pet̃ Judiciū ſi pred' Thomas Elliott acc̄onem ſuam pred' inde v̄ſus eum habere ſeu manutenere non debeat &c.

Le Def. pleade que il ad pay les dits 40 l.

Replicat'. Oyer del Agard del Umpire.

Recital del Submiſſion, &c.

Et p̄d' T. pet̃ audit̃ p̄d' ſcripti umpiragij in Cur̃ hic oſtenſ̃ & ei legitur in hec v̄ba: To all Chriſtian People to whom this preſent Writing ſhall come, I *Joſeph Foote* of *Aſhford* in the County of *Midd* Yeoman, do ſend greeting, &c. Know ye, That whereas *William Chevall* of *London*, Gent. and *Thomas Elliott* of *Tring* in the County of *Hertford*, Yeoman, did enter into Bonds of Arbitration, bearing Date on or about the Fourth Day of *May* Inſtant, under the Penalty of two hundred Pounds each, to ſtand to the Award of *William Duncombe* and *James Kirkman*, Gentlemen, Arbitrators indifferently named in the ſaid Bonds, to end all Variances and Differences whatſoever, now depending either in Law or Equity between them, ſo as they the ſaid Arbitrators did make their Award in Writing, under their Hands and Seals, and ready to be delivered to either Party demanding the ſame, on or before the One and twentieth Day of this Inſtant *May*. And whereas by the ſame Bonds Power was given to the ſaid *William Duncombe* and *James Kirkman* (provided they did not make ſuch Award as aforeſaid) to nominate and appoint a third Perſon to be an Umpire to end all the ſaid Matters in difference between the ſaid Parties, ſo as ſuch Umpire did make his Award in the Premiſſes on or before the Eight and twentieth Day of this Inſtant *May*; And foraſmuch as the ſaid *William Duncombe* and *James Kirkman*, by Writing under their Hands and Seals bearing Date on or about the Twentieth Day of *May* Inſtant, have choſen, nominated and appointed me the ſaid *Joſeph Foote*, Umpire in the Premiſſes, to umpire, judge, order and determine all Matters in difference between the ſaid Parties, as by the ſaid Bonds of Arbitration, under the Hands and Seals of the ſaid *William Chevall* and *Thomas Elliott*, and Writing under the Hands and Seals of the ſaid *William Duncomb* and *James Kirkman*, relation to them being had, doth and may more fully appear;

Le Agard.

Now know ye, That I the ſaid *Joſeph Foote*, having heard and duly weighed all the Matters in difference between the ſaid *William Chevall* and *Thomas Elliott* do umpire, award, order, judge and determine as followeth; that is to ſay, That there having been conſiderable dealing in Sheep and otherwiſe, between the ſaid

William Cheval and *Thomas Elliott*, the ſaid *Thomas Elliott* hath duly anſwered and paid him the ſaid *William Chevall* all his juſt Dues and Demands due from him the ſaid *Thomas Elliott*, and that there remains due from the ſaid *William Chevall* unto the ſaid *Thomas Elliott* the Sum of Forty Pounds Sterling, and therefore I the ſaid *Joſeph Foote* do hereby umpire, award, order, judge and determine, that he the ſaid *William Chevall*, his Heirs, Executors, Adminiſtrators or Aſſignes, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *Thomas Elliott*, his Execuiors Adminiſtrators or Aſſigns the ſaid Sum of Forty Pounds Sterling on or before the Eleventh Day of *June* now next enſuing the Date hereof. **In Witneſs whereof** I have hereunto ſet my Hand and Seal the Eight and twentieth Day of *May*, *Anno Regni Regis Gulielmi tertij Angliæ, &c. Annoque Domini* One thouſand ſix Hundred ninety and eight. *Joſeph Foote.* **Quo lecto & audito idem Thomas dic̃ q̃d ipſe ꝑ aliqua per p̃d Will'm ſuperius placitando allegat̃ ab accõne ſua pred' v̄ſus eum habend' precludi non debet quia dic̃ q̃d pred' Willus̃ non ſolvit p̃fat̃ Thome Elliott pred' ſummam quadraginta librar̃ put idem Willus̃ ſuperius inde placitando allegavit Et hoc pet̃ q̃d inquiratur per priam̃.** Demurrer per Def. & Joinder en Demurrer.

Le Pl. tender un Iſſue ſur le paymt' del 40 l. & le Def. demur.

UN Objection fuit fait, Que le Agard fuit de l'un part ſolement; mes le Court reſolve, que entant que le Umpirage recite que fueront dealings inter le Pl. & le Defendant, & que le Pl. ad pay al Def. tout que fuit due al luy, & donques Order le Defendant a payer al Plaintiff ceo que fuit al luy due, ſerra intend que ceo fuit d'eſtre en ſatisfaction de le Debt due per le Defendant al Plaintiff.

Un auter Objection fuit fait per le Counſel del Defendant, Que les Arbitrators avoient poyar a faire lour Agard ſur ou devant le 21 *Maij* & ils avoyent elect un Umpire devant cet jour, *viz.* le 20 jour del dit mois, a quel temps les Arbitrators n'avoient aſcun poyar a faire tiel elect', & per conſequens le Umpire n'ad aſcun Authority a faire un Agard; car les Arbitrators avoyent poyar tanque le Fine del dit 21 jour de *May* a faire lour Agard; *Sed non allocat', quia* nul Agard eſteant fait per les Arbitrators, le Agard del Umpire eſt bone; Et le Pl. avoit Judgment. *Birch* Accounſel ove le Def. Pur ceo darr' point, *vide Cro. Car.* 263 *Jennings* verſus *Vandiput*, 1 *Rolls Abr.* 262. *Nu.* 5. 2 *Jones* 167. *Caſe* & *Dure*'s Caſe, & 2 *Mod. Rep.* 169. 2 *Saun.* 133. queux touts ſont Authority pur le Reſolut' icy. Mes *vide* auxi 1 *Levinz* 285. *Copping* verſus *Haverrard*, & 302. *Donavan* verſus *Maſcall* 1 *Rolls Abr.* 262. *Nu.* 6.

Lee

Lee v. *Elkin.*

Cooke. Trin. 13 Will. 3. Regis. Rot. 1802.

North'ton ſſ. Henricus Elkin nuper de Rowell alias Rothwell in Com̄ pꝛed' Gen' alias dict' Henricum Elkin de Rowell alias Rothwell in Com' Noꝛthton' Gen' ſum' fuit ad reſpondend' Thome Lee de placito qd' reddat ei centum libr' quas ei debet & injuſte detinet &c. Et unde idem Thomas per Stephum Bꝛamſton Attoꝛn' ſuum dic' qd' cum pꝛed' Henricus viceſimo octavo die Novembꝛis anno regni Dnī Regis nunc duodecimo apud Dundle in Com̄ pꝛed per quoddam ſcriptū ſuū obligatoꝛiū conceſſiſſet ſe teneri eidem Thome in pꝛed centū libr' ſolvend eid Thome cum inde requiſit' fuiſſet pꝛed tamen Henruſ licet ſepius requiſit' pꝛed centū libr' eid Thome nondum reddidit ſet ill' ei hucuſqꝫ reddere contradixit & adhuc contradic' unde dic' qd deterioꝛat' eſt Et dampnum habet ad valenciam viginti libr' Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptū pꝛed q̄d debm pꝛed in foꝛma pꝛed teſtatur cujus dat' eſt eiſdem die & anno ſup̄dict' &c.

Debt pur 100 l. ſur Obl' date 28 Nov' 12 W. 3.

Et pꝛed Henricus per Johem Round Attoꝛnū ſuū ven̄ & defend vim & injur' quando &c. Et pet' audit' ſcripti pꝛed & ei legitur &c. pet' etiam audit' condicōnis ejuſdem ſcripti & ei legitur in hec ꝟba: The Condition of this Obligation is ſuch, That if the above-bound *Henry Elkin*, his Heirs, Executors and Adminiſtrators, for and on his and their parts and behalfs, ſhall and do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, End and final Determination of Sir *St. Andrew St. John* of *Woodford* in the County aboveſaid, Bar. an Arbitrator indifferently elected and named, as well on the part and behalf of the above-bounden *Henry Elkin*, as of the above-named *Thomas Lee*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by and between the ſaid Parties, or either of them, ſo as the ſaid Award be made by Word of Mouth or in Writing, and ready to be delivered to the Parties in difference (or ſuch of them as ſhall deſire the ſame) on or before the Firſt Day of *February* next, then this Obligation to be

Barr. Oyer del Condit.

Que eſt pur performance del Agard de Sir S. S.

Iſſint que il fiſt ſon agard ſur ou devant 1 Feb proch'.

Lee v. Elkin.

Cooke. Trin. 13 Will. 3. Regis. Rot. 1802.

Northton ſſ. HEnricus Elkin nuper de Rowell alias Rothwell in Com̃ pred' Gen' alias dict' Henricum Elkin de Rowell alias Rothwell in Com' Northton' Gen' ſum̄ fuit ad reſpondend' Thome Lee de placito qd' reddat ei centum libr' quas ei debet & injuſte detinet &c. Et unde idem Thomas per Stephum Bramſton Attorn' ſuum dic' qd' cum pred' Henricus viceſimo octavo die Novembris anno regni Dni Regis nunc duodecimo apud Dundle in Com pred per quoddam ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri eidem Thome in pred centū libr' ſolvend eid Thome cum inde requiſit fuiſſet pred tamen Henrus licet ſepius requiſit pred centū libr' eid Thome nondum reddidit ſet ill' ei hucuſq; reddere contradixit & adhuc contradic' unde dic' qd deteriorat eſt Et dampnum habet ad valenciam viginti libr' Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptū pred q̃d debm pred in forma pred teſtatur cujus dat eſt eiſdem die & anno ſupdict &c.

Debt pur 100 l. ſur Obl' date 28 Nov' 12 W. 3.

Et pred Henricus per Johem Round Attornū ſuū ven̄ & defend vim & injur' quando &c. Et pet audit ſcripti pred & ei legitur &c. pet etiam audit condic̄onis ejuſdem ſcripti & ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bound *Henry Elkin*, his Heirs, Executors and Adminiſtrators, for and on his and their parts and behalfs, ſhall and do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, End and final Determination of Sir *St. Andrew St. John* of *Woodford* in the County aboveſaid, Bar. an Arbitrator indifferently elected and named, as well on the part and behalf of the above-bounden *Henry Elkin*, as of the above-named *Thomas Lee*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by and between the ſaid Parties, or either of them, ſo as the ſaid Award be made by Word of Mouth or in Writing, and ready to be delivered to the Parties in difference (or ſuch of them as ſhall deſire the ſame) on or before the Firſt Day of *February* next, then this Obligation to be

Barr. Oyer del Condit.

Que eſt pur performance del Agard de Sir S. S.

Iſſint que il fiſt ſon agard ſur ou devant 1 Feb. proch'.

Plea. Nul agard fait.

void, or elſe to remain in full force. Quibꝰ lectis & auditis idem Henricus dic̃ q̃d p̃d' Thomas accon' ſuam pꝛed' inde Vſus eum habere non debet quia dic̃ q̃d arbitratoꝛ in condicon' p̃d' mencõnat null' fec' arbitrium Anglice Award oꝛdinem arbitrament finem aut finalem determinacon' de & ſuꝑ p̃miſſis in condicon' p̃d' ſpecificat ſuꝑ vel ante pꝛed' pꝛimũ diem Febꝛuarij in condicon̄ p̃d' ſuperius mencõnat ſecdm foꝛmam & effectm condicon' ill' Et hoc parat eſt Vificare unde pet Judicm ſi p̃d' Tho. accon' ſuam p̃d' inde verſus eum habere ſeu manutenere debeat &c.

Replication. Agard fait 31 Jan. 12. W. 3.

Et pꝛed Thomas dic̃ q̃d ipe ꝑ aliqua p̃allegat ab accõne ſua p̃d Vſus p̃fat Henricum habend p̃cludi non debet Quia dic̃ q̃d poſt confeccon ſcripti p̃d & ante p̃d pꝛimu diem Febꝛuarij in condicon pꝛed mencõnat ſcilt triceſimo pꝛimo die Januarij anno duodecimo ſupꝛadict apud Dundle pꝛed Arbitratoꝛ pꝛed' in condicon̄ p̃d' nominat (accepto ſuper ſe onere arbitrij p̃d in ead condicon mencõnat) adtunc & ibm fecit & publicavit arbitrium ſuum in ſcript indentat de & ſuper p̃miſſis p̃d in condicon p̃d mencõnat inter partes p̃d parat adtunc & ibm deliberand' partibꝰ ill' vel tal' eaꝝ qual' idem deſideraret per quod quidem ſcript' arbitrij recitando q̃d ante viceſimu octavum diem Novembr' tunc ult' p̃terit' fuiſſent quedam differenc' diſputacon & controverſie inter p̃fat' Henr' & Thomam concernen vendicon fact ꝑ dictum Henricum dicto Thome cujuſdm ſepis & cujuſdm terre in Eaſt Farndon in Com p̃d' & concernen eand' ſepem que poſtquam ſic vendit fuiſſet recuperat fuiſſet ꝑ legem vel obtent ab aut Vſus dcm Thomam ꝑ quendm Joſephum Saddington ut dimiſſ' anglice Leſſee vel tenen̄ alicui ſive aliquibꝰ al' ꝑſone vel ꝑſonis que clamavit vel clamaver' eand' & concernen' miſ̃ in lege Anglice Law-Charges & expenſas quas dictus Henrus̃ ſuſtinuit in relacon ad dci Joſephi Saddington ꝓſecucon ꝓ ead' & miſas in lege & expenſas quas dcus̃ Thomas ſuſtinuiſſet in relacon ad eand' ꝓſecucon ac miſas & cuſtag' quibus dictus Thomas deveniſſet obnoxius Anglice lyable in relacõne ad eand' ꝓſecucon) ꝑ eund' ſcriptu arbitr' idem arbitratoꝛ arbitravit oꝛdinavit & finalit' determinavit inter partes pꝛed' de eiſdem p̃miſſis in foꝛma ſequen videlt q̃d pꝛed' Henrus̃ Elkin ſuſtineret & ſolveret omnia tal' cuſtag' in lege & expens̃ qual' ipe ſuſtinuit vel expendidit ante vel ſuper dcm viceſimu octavu diem Novembr' tunc ult' p̃terit' concernen p̃miſſa & q̃d ipe idem Henrus̃ ad vel ante ſextum diem Febꝛuar tunc ꝓx' ſequen̄ faceret exequeretur daret & deliberaret dicto Thome Lee ſufficien' & general' relaxacon' de & ab omnibꝰ & omnimod' accon' ſectis debitis monet querelis & demand' que ipe dict' Henrus̃ Elkin tunc habuit vel habere poterat vers̃ dictu Thomam Lee ꝓ vel ratio-

ne

Recital en le agard, des differences enter les parties.

Le Agard. 1. Que le Def. payer' touts ſes coſts tanque le jour de ſubmiſſion. 2. Que il fair' al Pl. un gen' Releaſe de touts Actions, &c. tanque ou ſur meſme jour.

ne alicujus materie cauſe vel rei a principio mundi uſq; vel ſup dictum viceſimum octavum diem Novembr̄ tunc ult̄ ꝑterit̄ Et q̄d dictus Henricus Elkin ad vel ante dictū ſextū diem Februar̄ tunc ꝓx' ſequen' traderet & deliberaret dicto Thome Lee omnia facta & ſcripta in eodem ſcripto arbitrij poſtea mencōnat̄ referen̄ Anglice relating dictis ꝑmiſſis & in tal' reſpectivis condicōnibus qual' in eod' ſcripto arbitrij poſtea expreſs' exiſt' videl't un' Indentur̄ mortgagij a quodm̄ Marſton ad quendam Streete cancellat̄, copiam cujuſdm̄ finis a quodm̄ Marſton & factū Anglice a Deed ad declarand' uſum inde integra mīo cancellat̄ & mīo obliterat̄, un' Indentur̄ Mortgagij a quadam Lidia Marſton cuidm̄ Bambrigg integram mīo cancellat̄ & mīo obliterat̄, facta ꝑquiſicon' a quodm̄ Coleman & ux' ejus dicto Henrō Elkin cum Terrar̄ Anglice Terrar annex' integra mīo cancellat̄ & mīo obliterat̄ Acetiam copiam cujuſdm̄ Edr̄i Marſton teſtamenti Sed in caſu dictus Henrus̄ Elkin non deliberaret aut deliberare non potuerit dcā facta & ſcripta in modo & condicon' in eod' ſcripto arbitrij preappunctuat̄ quod tunc ipē dictus Henrus̄ Elkin ſolveret dicto Thome Lee ſummam quinquagint̄ libr̄ ſuper vel ante ſeptimū diem Maij tunc ꝓx' ſequen ꝓ dict̄ Thome Lee dampnis in non haben' ead' deliberat̄ ſic ut ꝑfert' Et ulterius q̄d dict̄ Henrus̄ Elkin ſuper vel ante dict̄ ſeptimū diem Maij tunc ꝓx' ſequen' ad cuſtag' ſua ꝓpr̄ ꝓcuraret ſigna voc' Stamps de le King's double Six Penny Duties ſecdm̄ legem fieri ſuper Terrar' annex' ad Indenturas dimiſſion' & relaxacon' dat̄ ſuper octavum & nonum dies Octobr̄ in anno Dnī milliſimo ſexcenteſimo nonageſimo quinto & fact̄ a dicto Henrico Elkin ad dictū Thomam Lee & referen' Anglice relating dict' terre & ſepi ac ſolveret Impoſicon' voc' le King's Duty ꝓ eiſdem (dicto Thoma Lee (ad requiſicōn' dcī Henrī Elkin & ſup notitiam ꝑ ſex dies de tempore tal' ꝓcuracon' eorundem ſignoꝝ dari eidem Thome ꝑ ipm̄ Henricū Elkin) aſportan' vel cauſan' aſportari dict' dimiſſion' & relaxacon' ad officm̄ ꝓ eo ꝓpoſito Anglice to the Office for that purpoſe) Atq; dictus Henricus Elkin bene & vere ſolveret vel ſolvi cauſaret dicto Thome Lee ſuper vel ante dictum ſeptimum diem Maij tunc ꝓx' ſequen' ſeperal' ſummas monete in eodem ſcripto arbitrij poſtea mencōnat̄ videl't ſummam quatuordecim libr̄ ſex ſolid' & octo denar' legalis monete Anglie ꝓ miſ̄ que dict̄ Thomas Lee ante dict̄ viceſimum octavum diem Novembr̄ tunc ult̄ ꝑterit̄ devenit onerabil' ſolvere dicto Joſepho Saddington in relacon' ſect̄ ꝓduct̄ in nomine dcī Joſephi Saddington concernen' dict' ſepem Et ſummam duodecim libr̄ ſilis monete ꝓ al' cuſtag' legis Anglice Law-Charges & expenſ̄ que dict̄ Thomas Lee ante dictum viceſimum octavum

3. Que il deliver' al Pl. touts faits en l'agard particularment mention.

4 Mes ſi il ne deliver, ou ne poit deliver eux, Donque a payer al Pl. 50 l. pur ſes dam' en nient aiant eux.

5. Que le Def. ꝓcur' double 6 d. Stamps ſur Indentures relatant al terrs en l'agard mention, & payer' le Duty pur eux.

6. Que le Def. payer' al Pl. 7 May ꝑch' ſeveral ſums particularment mention (un de queux eſt 11 l.) pur coſts & dam' en le ſuit recite en l'agard.

Et doner' al Pl. Obl' pur payment de eux.

Et que le Pl. ſur performans, &c. per le Def. faira al Def. un gen' Releaſe de touts Actions, &c. uſq; vel ſuper le dit 28 Nov. que eſt le jour del ſubmiſſion.

Et que neuter des parties averont auter recompence *quam ut prefert'*.

Breach. Pur nonpayment de 11 l. *ſecundum formam & effectum arbitrij*.

diem Novembr̃ tunc ult̃ elapſ̃ expendiſſet & ſuſtinuiſſet concernen' premiſs' Acetiam ſummam undecim libr̃ ſilis monete ꝑ dampnis ipſius Thome Lee in habendo dict̃ ſepem recuperat̃ verſus eum Et qd' dictus Henricus Elkin ante dictum ſextum diem Februar̃ tunc ꝓx' ſequen' exequeretur daret & deliberaret dicto Thome Lee bon' & ſufficien' ſcriptum obligatoriũ in penalitat̃ ſeptuagint̃ & quatuor libr̃ condic̃onat̃ ꝓ dicto Henr̃ Elkins vera ſolucon' omnium dict̃ ſummarum quatuordecim libr̃ ſex ſolid' & octo denar̃ duodecim libr̃ & undecim libr̃ dicto Thome Lee ſuper vel ante dictum ſeptimum diem Maij tunc ꝓx' ſequen' Et qd' dict̃ Thomas Lee (ſuper ſolucon' dict̃ monete & ſuper perform̃ ac perimplec̃on omnium materiarum & rerũ in eod' ſcripto arbitrij p̃antea ordinat̃ fore ꝑ dict̃ Henr̃ Elkin ſolut̃ & ꝑformat̃ ſecdm̃ verã intencon' & ꝓpoſit̃ ejuſdem arbitrij) faceret exequeretur daret & deliberaret dicto Henrico Elkin ſufficien' general' relaxacon' de & ab omnibus & omnimod' accon' ſect̃ querel' & demand' que ipſe habuit vel habere potuiſſet verſus dict̃ Henr̃ Elkin ꝓ vel ratione aut medijs alicujus materie cauſe vel rei a principio mundi uſq; vel ſuper dictum viceſimum octavum diem Novembr̃ tunc ult̃ preterit̃ & quod nec dict̃ Thomas Lee nec pred' Henr̃ Elkin haberet de altero eor̃ aliquam al' recompenc' ſive ſatiſfaccon' quam ut prefertur de vel ꝓ aliqua accon' cauſa accon' ſecta tranſgr' controverſia querel' dampno vel demand' ad aliquod vel aliqua tempus vel tempora ante vel ſuper dictum viceſimum octavum diem Novembris tunc ult̃ preterit' habit̃ fact̃ mot̃ port̃ ꝓſecut̃ act̃ comiſs' vel dependen' per vel inter dict̃ Henricum Elkin & Thomam Lee vel alterutr' eor̃ Et idem Thomas (ꝓteſtando quod pred' Henricus non performavit aut perimplevit aliquod in arbitrio p̃d' content̃ ex parte ipſius Henr̃ performand' & perimplend') in facto idem Thomas dic̃ quod pred' Henricus non ſolvit eidem Thome pred' ſummam undecim libr̃ ſecdm̃ formam & effectum ejuſdem ſcripti arbitrij Et hoc parat̃ eſt verificare unde pet̃ Judicium Et debm ſuum pred' unacum dampnis ſuis occ̃one detenc̃onis debi ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

UN Exception fuit pris al Replication, que le Breach ne fuit bien aſſigne; car per le Agard le Defendant eſt a payer al Plaintiff 11 *l. ſuper vel ante* le 7 jour del *May*, & le Breach aſſigne eſt que le Defendant n'ad pay les dits 11 *l. ſecundum formam & effectum arbitrij prædict'* ou il doit aver alledge, que il n'ad pay les dits 11 *l. ſuper vel ante* le dit jour, accordant al parols del Agard, iſſint que le Defendant puit aver pris un ſingle iſſue, ou ſur le un, ou ſur le auter, & pur ceo *Dier* 243. *b.* fuit cite. Quel Liver ſemble d'eſtre un Authority en point. *Sed non allocat'*; car coment le Court declare, que ad eſtre mieulx ſi le Breach ad eſtre aſſigne accordant al parols del agard, uncore ils fueront de Opinion que le Breach fuit aſſets bien en ſubſtance. Mes *Vide Brookes* & *Dean*'s Caſe, 1 *Levinz.* 145. & 3 *Lev.* 293. *Walnough* & *Holgate*'s Caſe, 2 *Mod. Rep.* 269. *in Harwood*'s Caſe, & *Nota.*

Divers Exceptions fueront pris al agard meſme, & al cheſcun de eux particular Reſponſes fueront fait per le Counſel del auter part. Mes a faire particular recital de eux voit eſtre trop longe, & nient agreeable al deſigne de ceſt liver: Et pur ceo jeo ferra mention de le Reſolution del Court ſur tout le matter ſolement.

Le Opinion del greinder part del Court fuit, que le Releaſe per le agard d'eſtre fait per le Plaintiff al Defendant, ſi ad eſtre execute, ad eſtre un releaſe del Obligation de Submiſſion, & que le Submiſſion fuit conditional, ſi bien quant a le matter del agard, come en reſpect del temps a faire le agard. Mes nient obſtant ils touts fueront de Opinion que le agard fuit bone, quia fuit un particular ſatisfaction & mutual recompence, quant al cheſcun particular matter agard. *Carthew* Accounſel ove le Plaintiff, *Hooke* & *Lutwyche* ove le Defendant.

Cockson

Cockſon v. *Ogle.*

Cook. Trin. 13 W. 3. Regis. Rot. 1559.

Villa Novi Caſtri ſuper Tinam } ſſ. Thomas Ogle nup' de Villa Novi Caſtri ſup' Tinam in Com' Ville Novi Caſtri ſup' Tinam Sciſſor als dict' Thomam Ogle de Vill' & Com' Novi Caſtri ſuper Tinam Sciſſor' ſum' fuit ad reſpondend' Margarete Cockſon Spinſter de plito qd reddat ei treſcentas libras quas ei debet & injuſte detinet &c. Et unde eadem Margareta p Johem Ord Attorn' ſuu' dic' qd cum p̄dcus Thomas ſexto die Novembr' anno regni Dni' Regis nunc duodecimo apud Villam Novi Caſtri ſuper Tinam per quoddam ſcriptum ſuu' obligatoriu' conceſſiſſet ſe teneri p̄fat' Margarete in p̄d' treſcentis libris ſolvend' eidem Margarete cum inde poſtea requiſit' fuiſſet Predcus tamen Thomas licet ſepius requiſit' p̄d' treſcentas libras eidem Margarete nondum reddidit ſed ill' ei hucuſq; reddere omnino contradixit & adhuc contradic' unde dic' qd deteriorat' eſt & dampnu' het ad valenciam quadraginta librar'. Et inde pduc' ſectam &c. Et pfert hic in Cur' ſcriptum p̄dcm quod debm p̄dcm in forma predca teſtatur cujus dat' eſt die & anno ſupradictis &c.

Debt ſur Obl' de 300 l. dat' 6 Nov. 12 W. 3.

Et p̄d' Thomas per Nathanielem Fox' Attorn' ſuu' ven' & defend' vim & injur' quando &c. Et pet' audit' ſcripti pred' Et ei legitur &c. pet' etiam audit' condiconis ejuſdem ſcripti Et ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bounden *Thomas Ogle*, his Heirs, Executors and Adminiſtrators, for his and their parts and behalfs, do in all things well and truly ſtand to, obey, abide, perform fulfil and keep the Award, Order, Arbitrament, final End and Determination of *George Cuthbertſon* of the ſaid Town and County of *Newcaſtle* upon *Tine*, Merchant, and *Charles Atkinſon* of the ſame Town and County, Hoaſtman, Arbitrators indifferently named, elected and choſen, as well on the parts and behalfs of the above-bounden *Thomas Ogle* as of the above-named *Margaret Cockſon*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, cauſe and cauſes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time or times heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or de-

Barr. Oyer del Condit.

Que eſt a performer l'agard de G.C.& C.A.

pending by or between the ſaid Parties, or either of them, ſo as the ſaid Award be made in writing, and ready to be delivered to the Parties in difference, or either of them, on or before the ſixth day of *December* next enſuing the date hereof; but if the ſaid Arbitrators do not make ſuch their Award of and concerning the Premiſſes by the time aforeſaid, that then, if the ſaid *Thomas Ogle*, his Heirs, Executors and Adminiſtrators, for his and their parts and behalfs, do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, Umpirage, final End and Determination of *Ely Bilton* of the ſaid Town and County, Goldſmith, Umpire indifferently elected and named between the ſaid Parties, of and concerning the Premiſſes, ſo as the ſaid Umpire do make his Award or Umpirage of and concerning the Premiſſes, in writing under his Hand and Seal, on or before the twelfth day of the ſaid month of *December*, Then this Obligation to be void, or elſe to remain in full force, ſtrength and vertue. Quibȝ lcīs & auditis idem Thomas dic̄ q̄d p̄d Margareta Accōn ſuam p̄dcam inde v̄ſus eum h̄ere non debet quia dic̄ q̄d p̄fat̄ Georgius & Carolus Arbitratores p̄d in condicōn p̄d ſuperius mencōnat̄ ad vel ante p̄d ſextum diem Decembr̄ tunc px̄ ſequen dat̄ ſcripti obligatorij p̄d non fecer̄ aliquod Arbitrium inter ipm̄ Thomam & p̄d Margaretam de p̄miſſis p̄d in condicōne p̄d ſuperius ſpecificat̄ Neq; p̄fat̄ Eli umpirator p̄d in p̄d condicōn̄ ſilit̄ nōiat̄ ad vel ante p̄d duodecimū diem p̄d menſis Decembr̄ non fecit aliquod umpiragiū inter ipm̄ Tho. & p̄d Margaretam de p̄d p̄miſſis in p̄d condicōne ſpecificat̄ ſecundum formam & effectum condicōnis illius Et hoc idem Thomas parat̄ eſt v̄ificare unde pet̄ Judicm̄ ſi p̄d Margareta accōnem ſuam p̄d inde v̄ſus eum h̄ere debeat &c.

Ita qd' Agard ſoit fait en eſcript ſur ou devant le 6 Decemb'
Et ſi non, &c. donc a performer le Agard de E. B. *Ita qd'* ſoit fait en eſcript ſouth ſon maine & ſeal ſur ou devant le 12 Decembr'.

Nul Agard ou Umpirage fait.

Et p̄dca Margareta dic̄ q̄d ipa p aliqua p̄allegata ab accōne ſua p̄d v̄ſus p̄fat̄ Thomam h̄end p̄cludi non debet quia dic̄ q̄d bene & verum eſt qd Arbitratores p̄d in condicōne p̄d ſupius mencōnat̄ ad vel ante p̄d ſextum diem Decembris in condicōne p̄d mencōnat̄ non fecer̄ aliquod arbitriū inter ipm̄ Thomam & p̄d Margaretam de p̄miſſis p̄d in condicōne p̄d mencōnat̄ put idem Thomas ſupius plitando allegavit Sed eadem Margareta ulterius dic̄ q̄d umpirator p̄d accepto ſup ſe onere umpiragij p̄d poſt dcm̄ ſextum diem Decembr̄ & infra tempus ei ſuperius in ea parte limitat̄ ſcilt dc̄o duodecimo die Decembr̄ apud Villam Novi Caſtri ſuper Tinam p̄d fecit umpiragium ſuū in ſcriptis ſub manu & ſigillo ſuis de & concernen p̄miſſis p̄d inter partes p̄d in forma ſequen videlt Q̄d omiod' accōnes ſecte variancie differenc̄ & controverſie quecunq; dependen inter dict̄ partes aut in lege vel in equitate tangen' dict̄ materias in differencia ab aliquo tempore antetunc uſq; dat̄ dict̄ ſubmiſſion

Replic.

Le Umpire fiſt Agard.

1. Que touts Actions, &c. ceſſeront.

2. Que le Def. payer' al Pl. 12 l. 15 s.

3. Que le Def. deliver' al Pl. certaln biens particularment mention.

miſſion' ſcript' obligator' totalit' ceſſarent finirent & determinarent & non ulterius ꝓſecut' forent ꝑ alterutrum dict' partium verſus alterum Quodq; dict' Thomas Ogle hered' executor' adminiſtrator' vel aſſign' ſui ad vel ſuper ſecundum diem Februarij tunc px' ſequen' dat' inde bene & vere ſolverent vel ſolvi cauſarent dict' Margarete Cockſon executoribus adminiſtratoribus vel aſſign' ſuis ſummam duodecim libraꝝ & quindecim ſolid' bon' & legalis monete Anglie Et q̄d dict' Thomas Ogle executor' vel adminiſtrator' ſui ſuꝑ demand' fact' ꝑ dict' Margaretam Cockſon executores vel adminiſtratores ſuos de dict' Thoma Ogle executor' vel adminiſtrator' ſuis delibarent dict' Margarete Cockſon executor' vel adminiſtrator' ſuis ſepal' bona & res ſequen' que ſpectabant dict' Margarete Cockſon & tunc in poſſeſſion' dict' Thome Ogle videl't un lect' pulvinar' un' cervicale & tres pulvinar' un' par' lodicu' lineaꝝ un' menſam un' rotam vocat' a Lint-wheel quatuor togas mulier' vocat' Mantos octo ſubuculas un' tunicam vocat' a Riding-coat un' capitium vocat' an Hood un' ephippium vocat' a Side-ſaddle frenu' & un' flagellum vocat' a Whip ſeptem virgat' ſerici vocat' black Silk duos annulos aureos in parva pixide ſex ventral' vocat' white Aprons duo nova ventral' vocat' new blue Aprons novem ſuppara vocat' Shifts duodecim ſudar' vocat' Handkerchiefs duodecim crinal' vocat' Pinners duodecim crinal' vocat' Coifs ſex capitia vocat' Head-dreſſes ſex par' cubital' linteaꝝ vocat' Sleeves quatuor par' Ruffel' vocat' Ruffles duo par' calceoꝝ un' par' caligaꝝ duos pecias panni lintei vocat' Neck-pieces quatuor nod' capital' vocat' Head-knots un' al' capitiu' vocat' a black Hood duo al' capitia vocat' thin Hoods un' inducul' vocat' a pair of Bodies un' mitellam vocat' a Scarf un' al' mitellam vocat' a lac'd Tippet & lacunam vocat' black Lace quatuor par' chirothecaꝝ duas combas tria par' forfecum vocat' Sciſſors un' cultrum & fircas duas al' lacinias vocat' new white Laces un' ciſtam vocat' Drawers & un' riſcum vocat' Trunk tres pixides & ſepal' libros un' par ſoleaꝝ ligneaꝝ vocat' new Clogs ſexdecim virgat' panni linei un' peciam al' ſerici vocat' black Silk un parvu' riſcum cum ſepal' notis Et qd' dc̄a Margareta Cockſon executores vel adminiſtratores ſui ex tempore & immediate retornaret & delibaret dc̄o Thome Ogle executor' adminiſtr' vel aſſign' ſuis duo annotoria vocat' Muſlin Neck-cloths un' peciam panni lanei vocat' Frize Cloth un' coclear' argenteum parvum que fuer' bona de & ſpectabant Joh̄i Pickells nuꝑ de dict' Villa & Com' Novi Caſtri ſuꝑ Tinam Notar' Public' vocat' Notary Publick defunct' cui ipſe dict' Thomas Ogle fuit adminiſtrator. Sed ſi bona vel res p̄d' vel aliqua eoꝝ (que per umpiragiu' ill' fuer' ut ſupradcm' eſt ordinat' & arbitrat' retornari

Inter al' trois Boxes & *ſeveral* Livers (ſans noſmer eux) Et que le Pl. deliver' al Def. ſeveral biens per noſme.

toꝛnari vel delibari ꝑ dcas̃ partes alter alteri ꝑdict̃ fuer̃ vel miſlocat̃ vocat̃ miſlaid ita qd' eadem non delibari poterant in ſpecie ꝑ dcas̃ partes alter alteri tunc ipſe dcus̃ umpiratoꝛ oꝛdinavit & arbitravit qd' dcē partes reſpectivi executoꝛes vel adminiſtratoꝛes ſui ſolverent alter alteri p̃ciū vel valoꝛem reꝝ ſic perdit̃ vel miſlocat̃, foꝛe ꝑ dict̃ Geoꝛgiū Cuthbertſon Carolū Atkinſon & ipm̄ dcm̄ Eli Bilton valuat̃ & appꝛeciat̃ q̃dqȝ dcā Margareta Cockſon ſignaret ſigillaret & delibaret dcō Thome Ogle heredibus executoꝛibus & adminiſtratoꝛibus ſuis general' relaxacon' om̄ium & om̄imod' acc̄onis & acc̄onum cauſe & cauſarum acc̄on' ſectaꝝ bill' ſcriptoꝝ obligatoꝛioꝝ vocat' Bonds ſcriptoꝝ obligatoꝛ̃ vocat' Writings Obligatory debitoꝝ vocat' Debts debitoꝝ vocat' Dues debitoꝝ vocat' Duties compoꝝ ſum̄e & ſum̄aꝝ monete querel' controverſiaꝝ transgr̃ dampnoꝝ & demand' quoꝝcunqȝ tam in lege & equitate vel aliter quomodocunqȝ que ꝟſus dcm̄ Thomam Ogle aut in nōie ſuo ꝓpr' vel jure vel ut adminiſtratoꝛ dcī Johis Pickells defunct' vel aliter quomodocunqȝ ipā dcā Margareta Cockſon executoꝛes vel adminiſtratoꝛes ſui h̃ere poterant rac̄one vel medio alicujus cauſe materie vel rei cujuſcunq; a pꝛincipio mundi uſq; diem dat' ſcripti obligatoꝛij p̃d' Et in conſimili modo q̃d dict' Thomas Ogle ſignaret ſigillaret & delibaret dcē Margarete Cockſon heredibꝰ executoꝛibꝰ & adminiſtratoꝛibꝰ ſuis conſimilem general' relaxacon̄ om̄ium & om̄imod' acc̄onis & acc̄onum cauſe & cauſaꝝ accon̄ ſectarum billarum ſcriptoꝛum obligatoꝛioꝛum vocat' Bonds ſcriptoꝝ obligatoꝛioꝛum vocat' Writings Obligatory debitoꝛum vocat' Debts debitoꝛum vocat' Dues debitoꝛum vocat' Duties compoꝛum ſum̄e & ſum̄arum querel' controverſiarum transgr̃ dampnoꝛum & demand' quoꝛumcunq; tam in lege & equitate vel aliter quomodocunq; que ꝟſus dcām Margaretam Cockſon aut in nōie vel jure dcī Thome Ogle vel ut adminiſtratoꝛ bonoꝛum & catalloꝛum dcī Johis Pickells ipē dcus̃ Thomas Ogle executoꝛes vel adminiſtratoꝛ̃ ſui h̃ere poterant ꝓ rac̄one vel medio alicujus cauſe materie vel rei cujuſcunq; a pꝛincipio mundi uſque diem dat' dcī ſcripti obligatoꝛij Et p̃d' Margareta ꝓteſtando q̃d p̃d' Thomas Ogle non ꝑfoꝛmavit aliquod in umpiragio p̃d' content' ex parte ſua ꝑimplend' in facto dic' q̃d p̃d' Thomas Ogle ad vel ſup ſecundum diem Febꝛuarij in umpiragio pꝛed' content' non ſolvit aut ſolvi cauſavit eidem Margarete dcām ſum̄am duodecim libꝛarum & quindecim ſolid' ſecundum foꝛmam umpiragij p̃d' Et hoc parat' eſt ꝟificare unde pet' Judicm̄ & debm̄ ſuū p̃d' unacum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

Mes ſi aſcun des biens ſont miſlay ou perd, donc les parties a payer le value de eux, d'eſtre appraiſe.

Que le Pl. ferroit un general releaſe al Def.

Et que le Def. ferroit al Pl. un general Releaſe.

Breach, que le Def. *non ſolvit* le dit 12l. 15s.

EN ceſt Caſe fuit agree per le Councel d'ambideux parts, que le Submiſſion eſteant conditional *ſcilt'* ove un *Ita quod fiat de præmiſſis*, ſi il appiert per le Agard meſme que n'eſt final, en reſpect de touts les matters deins le Submiſſion a lour Agard, eſt mal en tout; & iſſint fuit reſolve per tout le Court.

2 *Reſol.* Secondment fuit reſolve, Que le Agard a deliver trois ſeveral Boxes, & ſeveral *Books* fuit tout ouſterment uncertaine & void, niſi ad eſtre dit que les Livers fueront en les Boxes.

3 *Reſol.* Que coment que nul temps eſt appoint per le Agard pur le execution de Releaſes de ambideux parts, nec eſt diſt que il ſerra fait ſur ou puis performance del auter parts del Agard, uncore fuit reſolve que le Agard eſteant void, en reſpect del delivery del biens, ne l'un ne l'auter fuit oblige a performer ceo, car donques les biens ſerront releaſe ſans alcun ſatisfaction, que (come fuit dit per un des Juſtices) ſerroit abſurd.

Auter Point fuit move en le Caſe, lequel le Umpirage ne fuit void, per reaſon que le Umpire ad reſerve a luy & les deux Arbitrators, (queux fueront elect a determiner le matters devant luy) a faire un valuation de biens queux fueront perd ou miſlay, & quant al ceo le Chief Juſtice *Trevor* & Juſtice *Blencow* fueront d'Opinion que ceo fuit choſe Judicial, & nemy merement Miniſterial; & que le Agard fuit void pur ceo. Mes Juſtice *Powell* fuit d'auter Opinion. Mes ils touts agreont en un que Judgment ſerroit done pur le Def. & iſſint fuit; *Nota* bone Caſe. *Pratt* & *Ja. Selby* Accouncel ove le Pl. *Carthew* ove le Def.

De part le Def. a ꝓver que le Agard eſteant ſur *conditional ſubmiſſion*, doiet eſtre final, ceux Caſes fueront cite: *Cro. Jac.* 200 & 354. *Hob.* 49. 4 *Leon.* 49. Et de part de Pl. quant al ceſt point ceux Caſes fueront cite: *Saund.* 2. 292. *Pope* & *Brett*'s Caſe. 2 *Levinz* 3. *Pinkney* & *Bullock*'s Caſe. 2 *Keble* 759. 3 *Levinz* 413. *Bargrave* & *Atkin*'s Caſe. Quant al point de valuation de biens, ceux Caſes fueront cite de part del Pl. *viz.* *Palmer* 145. 2 *Cro.* 584. *Stiles* 217. Et del part le Def. *Sid.* 358. *Cro.* 2. 314 & 584. 2 *Rolls Rep.* 214. *Palmer* 146.

Pur le primer Point del principal Caſe, *vid.* le Caſe de *Lee* & *Elkins* devant en ceſt liver; & *nota* le diverſity.

Gatland & Dorothy Ux' v. Chatfield.

Tempeſt. Mich. 11 W. Regis. Rot. 348.

London ſſ. Thomas Chatfield nuper de London Clicus alias dict' Thomam Chatfield de Balcomb in Com Suſſex Clericum ſuū fuit ad reſpondend' Waltero Gatland & Dorothee uxori ejus nuper dict' Dorothee Parker vid' de plito q̄d reddat eis ducentas libras quas eis debet & injuſte detinet &c. Et unde ijdem Walterus & Dorothea per Arthurum Rowland Attorn̄ ſuū dicunt q̄d cum p̄dcūs Thomas ſeptimo die Novembris anno regni Dni Regis nunc & Dne Marie nuper Regine Anglie &c. quinto apud London in parochia bte Marie de Arcubus in Warda de Cheap per quoddam ſcriptum ſuum obligatorium conceſſiſſet ſe teneri eidem Dorothee dum ſola fuit in predcis̄ ducentis libris ſolvend' eidem Dorothee cum inde requiſit' fuiſſet p̄dcūs tamen Thomas licet ſepius requiſit' predcas̄ ducentas libras eidem Dorothee dum ipſa ſola fuit vel eiſdem Waltero & Dorothee poſt deſponſalia inter eos celebrat' nondum reddidit ſed ill' eis reddere contradixit & adhuc contradic' unde dicit q̄d ipi deteriorat' ſunt Et dampnū habent ad valenciam quadraginta librarū Et inde pducunt ſectam &c. Et ijdem Walterus & Dorothea pferunt hic in Cur ſcriptū predcm̄ quod debm predcm̄ in forma predca teſtatur cujus dat' eſt die & anno ſupradictis &c.

Le Briefe.

Narr'. Sur Obligat' fait per le Def. al Pl. *D.* quand ſole.

Et p̄dcūs Thomas p Jacob Dawſon Attorn ſuū ven & deſend vim & injur' quando &c. Et petit auditum ſcripti p̄dci Et ei legitur &c. petit etiam auditu condicon ejuſdem ſcripti Et ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bounden *Thomas Chatfield*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall and do well and truly pay, or cauſe to be paid, unto the aboveſaid *Dorothy Parker*, or her Aſſigns, yearly and every year, ſo long as the ſaid *Thomas Chatfield* and *Dorothy Parker* ſhall live together, according to the contents, purpoſes, true intent and meaning of certain Articles of Agreement indented, bearing even date with theſe preſents, and made between the ſaid *Thomas Chatfield* and *Dorothy Parker* aforeſaid, the yearly Sum of Ten Pounds of lawful Money of *England* by equal half-yearly Payments, the firſt Payment thereof to begin and to be made the eighth day of *May* next enſuing the date hereof, Then this preſent Obligation to be void and of none effect, or elſe to be and remain in full force and vertue. Quibꝫ

Barr. Oyer del Condition. Que eſt a payer al Pl. *D.* per le noſme de *D. P.* le annual ſum de 10 l. cy longe come le Def. & el *ſhall live together*, accordant al contents, &c. des Articles de agreemt' faits enter eux.

Le ſeſans des Articles.

Recital en les Articles. Que la Pl. *D.* avoit un equitable title al Advowſon de *E.* & monſtre coment.

Le Def. covenant ove la Pl. *D.* que le Def. payer' al Pl. *D.* 10 l. *per ann.* cy longe que le Def. & le Pl. *D.* *inſimul cohabitarent*, Anglice *live together*.

lcis̄ & auditis idem Thomas dicit q̄d p̄dcı̄ Walterus & Dorothea acc̄onem ſuam p̄dcam̄ inde v̄ſus eum h̄ere non debent quia dicit q̄d Articuli agreamenti p̄dcı̄ in condic̄one p̄dca ſuperius menc̄onat̄ fact̄ fuer̄ dc̄o ſeptimo die Novembris an̄o quinto ſupradicto apud London p̄d in parochia & warda p̄d inter p̄fat̄ Thomam Chatfield p nōen Thome Chatfield de Balcomb in Com̄ Suſſex Clici ex una parte & p̄dict̄ Dorotheam tunc ſolam exiſten̄ p nōen Dorothee Parker de Eaſthoadleigh in Com̄ Suſſex p̄d uxoris Timothei Parker defunct̄ & filie Henrici Whiſton nup de Balcomb in dc̄o Com̄ Suſſex defunct̄ ex altera parte quor̄ quidem Articulor̄ alteram partem ſigillo ipſius Dorothee ſignat̄ idem Thomas Chatfield hic in Cur̄ p̄fert geren̄ dat̄ eiſdem die & anno recitando q̄d idem Henricus Whiſton exiſten̄ ſeiſ̄ in feodo de Advocac̄one Patronat̄ & recto Preſentac̄onis de & ad Eccl̄iam Parochial̄ de Balcomb p̄dict̄ p & in conſiderac̄one cujuſdam Maritagij hend̄ inter Timotheum Parker de Eaſthoadleigh p̄dict̄ in Com̄ Suſſex Clicum & dcam̄ Dorotheam filiam ſuam agreaſſet cum dc̄o Timotheo Parker in caſu dca Dorothea viveret ultra duos annos poſt dcm̄ Maritagiu̅ tunc dcus̄ Timotheus Parker h̄eret ppetuam Advocacon̄ dce Eccl̄ie & quod agreamentum illud reduct̄ fuit in ſcriptis & atteſtat̄ per ſeperal̄ credibil̄ teſtes recitando etiam q̄d dcm̄ Maritag' inter dict̄ T. P. & D. poſtea h̄it̄ fuiſſet & ſolempnizat̄ q̄dq; dca D. vixiſſet longiori tempore p multū quā duobus annis poſt dcm̄ Maritagium recitando etiam q̄d dcus̄ Timotheus tunc fuit defunct̄ & reliquit tot̄ rectum & titulum ſuu̅ ad perpetuam Advocacon̄ dce Eccl̄ie de Balcomb Dorothee Parker uxori ejus Et q̄d titulus ill̄ tant̄ fuit equitabil̄ put plane apparuit per adviſament̄ & opinionem ſeperal̄ erudit̄ Conſiliar̄ Et q̄d rect̄ & titul̄ ad perpetuam Advocacon̄ dce Eccl̄ie in lege ſpectabat quibuſdam Elizabethe Whiſton & Jane Whiſton filijs Nichi Whiſton tunc nuper de London Haberdaſher defunct̄ dcus̄ Thomas Chatfield p & in conſiderac̄one Articulor̄ & agreament̄ hic poſtea menc̄onat̄ convenit & agreavit ad & cum ſupradict̄ Dorothea Parker ad ſolvend' dict̄ Dorothee Parker vel aſſign̄ ſuis an̄uatim & quolibt anno tamdiu qm̄ dci Thomas Chatfield & Dorothea Parker inſimul cohabitarent vocat̄ live together ſummam decem librar̄ legalis monete Anglie per equales ſemiannual̄ ſoluc̄ones vocat̄ half-yearly payments p̄ima ſoluc̄o inde incipiend' & fiend̄ ſeptimo die Maij tunc p̄ſequen̄ dat̄ Articulor̄ p̄dcor̄ Et dict̄ Dorothea Parker p ſeipa̅ hered̄ execut̄ & admin̄ ſuis convenit & agreavit ad & cum dc̄o Thoma Chatfield hered̄ execut̄ & admin̄ ſuis per Articulos illos q̄d ſi dca Dorothea Parker obiret ante dcm Thomā Chatfield tunc ſum̄a decem librarū per annū ut ſup̄dict eſt non plus ſolut foret per dcm Thomam Chatfield hered execut & admiñ dce Dorothee Parker Et dca Dorothea Parker ꝑ ſeipā hered execut & admin ſuis etiam convenit & agreavit ad & cum dc̄o Thoma Chatfield hered execut & admiñ ſuis qd ſi dc̄us Thomas Chatfield obiret ante dcam Dorotheam Parker tunc hered execut & admiñ dci Thome Chatfield non onerabil vocat liable forent ſolve ſum̄am decem librarū per annū ut ſupradict eſt dce Dorothee Parker ſed ad mortem dce Dorothee Parker vel mortem dci Thome Chatfield quod prius contingeret tunc ſoluc̄o decem librarū per annū ut ſupradict ceſſaret ſolvi ut ſupradcm eſt Et ulterius dict Dorothea Parker convenit & agreavit ad & cum dc̄o Thoma Chatfield modo & forma ſequeñ videl't qd ſuper debam ſolucoñ decem librarū per annū ut ſupradict eſt & qd ſi dca Dorothea viveret quouſq ſupradict Elizabetha & Jana Whiſton vel diutius viveñ eorum attingerent aut attingeret ad plenam etatem viginti & unius annorū qd tunc dca Dorothea Parker jungeret & ageret vocat comply cum dciſ Elizabetha & Jana Whiſton vel diutius vivent eorū facere bonum & certum titulum dc̄o Thome Chatfield de Advocacoñ Ecclie de Balcomb p̄dict Necnon dict Dorothea Parker ulterius convenit & agreavit ad & cum dc̄o Thoma Chatfield qd ſi dict Dorothea recuſaret agere vocat comply cum dc̄is Elizabetha & Jana Whiſton vel eorū diutius viveñ facere boñ & certū titulū dc̄o Thome Chatfield de Advocac̄one Ecclie de Balcomb tunc dca Dorothea computabil foret & reſolvet dc̄o Thome Chatfield oēs ſeperales ſum̄as decem librarum per annū recept per dcam Dorotheam Parker durañ minoritat dc̄orū Elizabethe & Jane Whiſton ꝓut per Articulos illos plenius liquet & apparet Et idem Thomas Chatfield in fc̄o dicit qd tempore confeccoñ ſcripti obligatorij vel articulorum p̄d ſeu ad aliquod temp⁹ poſt confeccon ſcripti obligatorij p̄d & articulorum p̄d idem Thomas Chatfield & dict Dorothea mie inſimul cohabitaver vocat lived together Et hoc parat eſt verificare unde petit Judicm ſi p̄dci Walterus & Dorothea acc̄on ſuam p̄d verſus eum here debeant &c. Demurrer, & Joinder en Demurrer.

Et ſi un de eux moreroit, donc le payment a ceſſer.

Et la Pl. *D.* covenant ove le Def. a joinder ove les perſons queux avoient l'eſtate en ley del Advowſon, pur faire luy un bon title, &c.

Le Def. plead que al temps del feſans d'Obl & les Articles, le Pl. *D.* & le Def. *minime inſimul cohabitaverunt*, voc' *lived together*, ou al aſcun temps puis.

Apres deux Arguments Judgment fuit done pur les Pls. pur ceo que le Court fuit de Opinion que les parols en les Articles (*ſhall live together*) ſerront priſe & intend d'eſtre vivant enſemble en temps, & nemy en lieu, & per conſequence que le *annual ſum* de 10*l.* fuit payable durant les joint vies del Pl. *Dorothy* & del Def.

William

William Lambard v. *John Kingſford.*

Tempeſt. Mich. 11 W. 3. Regis. Rot. 341.

Debt ſur Obl' de 200 l. dat' 11 Aug. 11 Will. 3.

London ſſ. JOhes Kingsford nuper de London Geñ als dict Johannem Kingsford de Civitat̃ Cantuar̃ Geñ ſum̄ fuit ad reſpondend̄ Will'o Lambard Ar̃ de plito qd' reddat ei ducentas libras quas ei debet & injuſte detinet &c. Et unde idem Willus per Henricum Elwood Attorñ ſuũ dic̃ qd̄ cum pd̄ Johes undecimo die Auguſti anno regni Dni Regis nunc decimo apud London in parochia btē Marie de Arcubus in warda de Cheape per quoddam ſcriptum ſuũ obligatoriũ conceſſiſſet ſe teneri eidem Will'o in pd' ducent' libris ſolvend̄ eidem Will'o cum inde poſtea requiſit̃ fuiſſet pd̄ tamen Johes licet ſepius requiſit̃ pd̄ ducentas libras eidem Will'o non reddidit ſet ill' ei reddere om̃io contradixit & adhuc contradic̃ unde dic̃ qd̄ deteriorat̃ eſt Et dampnũ het ad valenciam decem libr̃ Et inde produc̃ ſectam &c. Et ꝓfert hic in Cur̃ ſcriptũ pred̄ qd̄ debum pred̄ in forma pred̄ teſtatur cujus dat' eſt die & anno ſupradictis &c.

Barr. Oyer del Condit. Que eſt pur performance del Agard de *D.P.* & *H S.*

Et pred̄ Johes per Johem Salwins Attorñ ſuũ veñ & defend̄ vim & injur̃ quando &c. Et pet̃ auditũ ſcripti pd̄ & ei legitur pet̃ etiam auditum condic̃onis ejuſdem ſcripti & ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bounden *John Kingsford*, his Heirs, Executors and Adminiſtrators, and every of them, ſhall and do from time to time, and at all times hereafter, well and truly ſtand unto, obey, obſerve, fulfil and keep the Award, Arbitrament, Order, Rule, Judgment, final End and Determination of *David Polhill* of Otford in the County of *Kent*, Eſq; and *Humphrey Stiles* of Beckenham in the ſaid County, Eſq; Arbitrators indifferently nominated and choſen by and between the ſaid *John Kingsford* and the above-named *William Lambert*, to arbitrate, award, order, rule, judge and determine of all and all manner of Actions, cauſe or cauſes of Actions, Suits, Plaints, Debts, Duties, Reckonings, Accounts, Controverſies, Treſpaſſes and Demands whatſoever, had, moved or depending, or which might have been had, moved or depending by and between the ſaid parties, or any of them, for any matter, cauſe or thing, from the beginning of the World until the day of the date hereof, which the ſaid Arbitrators ſhall make and publiſh of or in the premiſſes in Writing under their Hands and Seals, or

D'eſtre fait ſoubs lour mains & ſeals.

otherwiſe by word of mouth, at or before the nine and twentieth day of *September* next enſuing the date hereof, ready to be deliver'd unto the ſaid *John Kingsford* and *William Lambert*, or any of them requiring the ſame, Then this Obligation to be void and of none effect, or elſe to remain in full force and vertue. Quibus lectis

Plea.

& auditis Idem Johes dic' qđ pꝛeđ Will'us ac̄conem ſuam pꝛeđ

Nul agard fait.

inde v̄ſus eum h̄ere ſeu manutenere non debet quia dic' qđ Arbitratoꝝ pꝛeđ de & ſuper pꝛemiſs' in condicon̄ pꝛeđ ſuperius ſpecificat̄ ad vel ante viceſimū nonū diem Septembꝝ in condic̄one pꝛeđ ſuperius menc̄onat̄ nullum feceꝝ arbitrium oꝛdiñ regul' judic' final' finem ſive determinacon̄ in ſcript' ſub manibus & ſigillis ſuis aut aliter viva voce Anglice by word of mouth Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm̄ ſi pꝛeđ Will'us acc̄onem ſuam pꝛeđ verſus eum habere ſeu manutenere debeat &c.

Replic.

Et pꝛeđ Will'us dic' qđ ipe per aliqua in eodem p̄lito pꝛeallegat' ab acc̄one ſua pꝛeđ v̄ſus pꝛefat' Johem Kingsfoꝛd h̄end' pꝛecludi non debet Quia dic' qd' poſt confecc̄onem ſcripti obli-

Arbitrament fait 27 Sept' 10 W. 3.

gatoꝛij pꝛed' & ante pꝛed' viceſimū nonū diem Septembꝝ ſcil't viceſimo ſexto die ejuſdem Septembꝝ anno decimo ſupꝛadicto apud London pꝛed' in parochia & warda pꝛed' Arbitratoꝝ pꝛed' cepeꝝ ſup ſe onus arbitrij oꝛdinacon̄ regule judicij ac final' finis & determinacon̄ pꝛed' de & ſuper pꝛemiſs' in condic̄one pꝛed' ſuperius ſpecificat' per ſcriptū ſuū indentat cujus alteram partem ſigillis Humfri & David ſigillat' idem Will'us hic in Cuꝝ pꝛfert cujus dat' eſt eiſdem die & anno arbitrat' fueꝝ oꝛdinaveꝝ determinaveꝝ & adjudicaveꝝ inter pꝛed' Will'um Lambard & Johem Kingsfoꝛd modo & foꝛma ſequeñ (videl't) qd' ipſe pꝛed' Johannes

Que le Def. payer'al Pl. 66 l.

Kingsfoꝛd executor' adminiſtratoꝝ & aſſigñ ſui facerent & deberent bene & fideliter ſolv̄e & ſolvi cauſare ipſi dc̄o Will'o Lambard executoꝝ adminiſtratoꝝ adminiſtratoꝝ & aſſigñ ſuis plenam & juſtam ſum̄am ſexagint' & ſex libꝛarum legalis monete Anglie ad vel ſuper viceſimū ſecundum diem Octobꝛis tunc p̱x' ſequeñ inter hoꝛas decimā & duodecimā ejuſdem diei in vel apud domum tunc manc̄onalem ipſius dci Will'i Lambard in Sennocke

Nul tiel lieu devant.

pꝛed' in plena ſatisfacc̄one om̄ium reddit' cuſtag' ad legem deboꝛū clamarū & demand' quoꝛumcunq; que ipſe dcus̄ Will'us Lambard h̄uit h̄et vel potuiſſet h̄ere pꝛo aliqua materia cauſa ſive re quacunq; contra ipm̄ dcm̄ Johem Kingsfoꝛd a pꝛincipio mundi uſq; dcm̄ undecimū diem Auguſti tunc ult' pꝛeterit' & tempus intrac̄onis in pꝛedcā ſcripta obligatoꝛia ac etiam Arbitratoꝛes pꝛed' oꝛdinaveꝝ adjudicaveꝝ & determinaveꝝ qd' ipſe dictus Willielmus Lambard faceret & deberet ad & ſuper dictum viceſimum ſecundum diem Octobꝝ tunc p̱x' ſequeñ inter dictas

Nota.

Mutual Releaſes.

Breach. Pur non-payment des 66 l.

hoꝛas decimā & duodecimā ejuſdem diei in vel apud dict domum manc̄onalem ipſius dc̄i Willi Lambard bene & fideliter ſolvere ipſi p̄d Johi Kingsfoꝛd plenam ſum̄am duoꝝ ſolidoꝝ legalis monete Anglie in plena ſatiſfacc̄one om̄ium clamaꝝ deborum & demand̄ quoꝝcunqꝫ que ipſe p̄d Johes Kingsfoꝛd hūit h̄et vel potuiſſet h̄ere contra ipſum dc̄m Willm̄ Lambard ꝑ aliqua materia cauſa ſive re quacunqꝫ a pꝛincipio mundi uſqꝫ dc̄m undecimum diem Auguſti ult̄ p̄terit̄ & temp⁹ intrac̄onis in p̄d ſcripta obligatoꝛia acetiam arbitrator̄ p̄d oꝛdinaver̄ adjudicaver̄ & determinaver̄ q̄d poſt ſoluc̄onem dict ſeperal' ſummarum monetē ut p̄antea eſt ꝑ Arbitrator̄ p̄d appunctuat̄ q̄d ipſi dc̄us Will'us Lambard & Johes Kingsfoꝛd reſpective & mutuo darent generales relaxac̄ones om̄ium Acc̄onis cauſaꝝ Acc̄onis ſectaꝝ deboꝝ computoꝝ controverſiarū & demand̄ quoꝛumcunqꝫ ſubmiſſ' arbitrio arbitrator̄ p̄d ꝓut in eodem ſcripto arbitrij plenius continetur quod quidem arbitrium oꝛdinac̄o regula judicm̄ & final' finis determinac̄o poſt confecc̄onem ſcripti obligatoꝛij p̄d & ante p̄d viceſimum nonū diem Septembꝛis anno decimo ſupꝛadicto ſcil't p̄d viceſimo ſexto die ejuſdem Septembꝛis anno decimo ſupꝛadicto apud London p̄d in parochia & warda p̄d' parat̄ fuit delibari p̄fat̄ Willielmo Lambert & Johi Kingsfoꝛd ſub manib⁹ & ſigillis arbitrator̄ p̄d' ſecundū foꝛmam & effectum conditionis pꝛedict̄ Et idem Willielmus dic̄ q̄d' pꝛed' Johes Kingsfoꝛd non ſolvit ſeu ſolvi cauſavit eidem Willielmo p̄d' ſexagint̄ & ſex libr̄ ad vel ſuꝑ p̄d' viceſimum ſecundum diem Octobꝛis quas ei ſuꝑ eundm̄ diem ſolviſſe debuit ſecundū foꝛmam & effectum arbitrij p̄d' Et hoc parat̄ eſt v̄ificare unde pet̄ Judicm̄ & debum ſuū p̄dcum unacum dampnis ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer.

En ceſt Caſes ceux Exceptions fueront pris per Sir *Nathan Wright*, donc Serjeant le Roy, ore Seigneur Gardein de le Grand Seale.

1. Que n'eſt per ceo averre que le Arbitrament fuit fait ſoubs les maines & ſeales des Arbitrators, mes ſolement per eſcript indent' *ſigillis eorum ſigillat'*. Et pur ceo il cite 2 *Cro.* 278. *Sallows* v. *Girling*. *Vid.* auxi pur ceo *Palmer* 97. *Bradſhaw*'s Caſe. 109. *Thaire*'s Caſe. & 121. *Rolls Arbitrament* 245. Nu. 25.

2. Que apres les parols en le Replication, *viz. Quod Arbitrator' ſuſceper' ſuper ſe onus arbitrij præd'*, le parol (*Et*) ſerroit incert apres ceux parols, & devant les parols, *Per ſcript'*, *&c.* Et pur default de ceſt parol (*Et*) ne appiert que *traver'*, *&c.* *Arbi-* le Agard fuit fait en due temps.

3. Que le Argent agard d'eſtre pay per le Def. al Pl. eſt agard d'eſtre pay al Meaſon del Pl. al *Sennocke præd*, & nul tiel lieu eſt noſme devant.

1. Al primer Exception fuit reſpond per Serjeant *Hen. Selby*, Que coment que en le primer part del Agard ne fuit alledge que il fuit fait ſoubs les maines & ſeales del Arbitrators, uncore eſt apres dit que fuit priſt d'eſtre deliver, *&c.* ſoubs lour maines & ſeales, que eſt ſufficient.

2. Al ſecond fuit reſpond, Que le parol (*Arbitrator'*) eſt le Subſtantive que governe tout les Verbs en le diſt Sentence, & eſt tout un en effect ſicome ad eſtre dit, *Quod Arbitrator' præd' ceperunt ſuper ſe*, *&c.* *Arbitrator' præd' arbitraver'*, *Arbitrator' præd' ordinaver'*, *Arbitrator' præd' determinaver'*, & *Arbitrator' præd' adjudicaver'*.

3. Al tierce Exception fuit reſpond, Que le parol (*Præd'*) eſteant annex al parol *Sennocke*, (ceſt parol *Sennocke* ne eſteant mention devant) fuit void. Et pur ceo 3 *Buſtrode* 198. & 199. fuit cite.

Et nient obſtant ceux Exceptions le Pl. avoit Judgment; & il fuit affirme ſur Briefe d'Error en *B. R.* come fuit relate al moy per le diſt Serjeant *Selby*, que fuit Accouncel ove le diſt *Lambert* en le dit Briefe d'Error.

Major, &c. de *Bedford* v. *Fox*.

Hill. 9 W. 3. Regis. Rot. 1784. C. B.

Debt pur 7l. ſur breach d'un By-law.

Narr' Que le Ville de B. eſt un ancient Borough & Corporat. per noſme de Major, &c. Cuſtome a faire By-laws.

Le Bylaw fait 16 Sept. 7 W. 3.

Bedford ſſ. Samuel' Fox nup de Villa Bedford in Com̄ p̄d Tanner ſum̄ fuit ad reſpondend̄ Majori Ball'iis Burgenſibꝰ & Cōitatibꝰ Ville de Bedford de plito p̄d reddat eis ſeptem libras quas eis debet & injuſte detinet &c. Et unde iidem Major Ball'ij Burgenſes & Cōmunitas ꝑ Paulū Cobb Attorn̄ ſuū dicunt q̄d cum p̄dca Villa de Bedford eſt & a tempore cujus contrar' memoria homin̄ non exiſtit fuit antiquus Burgus & Corpus corporat' ꝑ nōen Majoris Ball'ior Burgenſiũ & Communitat' Ville de Bedford Cumq; etiam infra Burgũ p̄d hēt & a tempore cujus contrar' memoria homin̄ non exiſtit ttis hebat' conſuetudo q̄d Major Ball'ij & Cōitat' Burgi p̄d ꝑ tempore exiſten̄ ad Cōe Conciliũ tenend̄ ꝑ Villa Burgo & Corporacōn p̄d de tempore in tempꝰ fecer' & ordinaver' & facere & ordinare conſuever' rōnabiles leges vocat' By-laws pro bono gubernacōne regimine & regulacōne Burgi Ville & Corporacōn p̄d & Burgenſiũ & bon̄ hominũ ejuſdem Burgi Ville & Corporacōnis obſervand̄ ſub rōnabilibꝰ penis & forisfactur' in eiſdem legibꝰ limitat' Majori Ball'iis Burgenſibꝰ & Cōitat' ꝑ tempore exiſten' forisfaciend' Cumq; etiam ad Cōe Concilium tent' in & ꝑ Villa Burgo & Corporacōn' p̄d in Camera Concil' Anglice the Council-Chamber Ville Burgi & Corporacōn' p̄d' decimo ſexto die Septembris anno regni Dni Gulielmi tertij nunc Regis Anglie &c. ſeptimo ꝑ Johem Peck adtunc Major' & Burgen' Ville Burgi & Corporacōn' p̄d Willm̄ Farrer Ar̄ adtunc un' Burgenſiũ & Deputat' Recordator̄ Ville Burgi & Corporacōnis pred' Johem Crawley Paulū Cobb Thomam Battiſon Aldermannos & Burgenſes Ville Burgi & Corporacōnis pred' Johem Beare & Johem Kidd Ball'ios & Burgenſes Ville Burgi & Corporacōnis pred' Francũm Walker & Jacobū Lunbey Camerarios & Burgenſes Ville Burgi & Corporacōnis pred' & Robertum Becket Ricū Chicheley Robertum Nelſon Georgiũ Maddey Thomam Wilkes & Phum Negus adtunc exiſten' Commune Concilium Burgi & Corporacōnis pred' debito modo ibm aſſemblat' ordinat' eſtabiliat' decret' fuit q̄d nulla ꝑsona sive ꝑsone quecunq; non existen̄ liber homo Anglice a Freeman Burgi & Corporacon̄ p̄d ad aliquod temp⁹ tunc imposterum ꝑ aliquem colorem viam seu modos quoscunq; usus fuerit exerceret sive occuparet Anglice should set up aliquam artem mysteriū seu manual' occupacon̄ infra Burgū & Corporacon̄ p̄d sub pena forisfaciend̄ summam quinque solid̄ legalis monete Anglie ꝓ quolibt die quo talis ꝑsona vel ꝑsone usus fuerit vel usi fuerint sive exerceret vel exercerent aliq̄m talem artem mysteriū sive manual' occupacon̄ infra Corporacon̄ p̄d que quidem penalitates & forisfactur' solut' forent Camerarijs Burgi & Corporacōnis p̄d ꝓ tempore existen̄ vel un̄ eor̄ ꝓ usu Corporacōnis p̄d Et in defectu solucōnis inde eadem levand̄ ꝑ districcōn̄ virtute warranti ꝓ eo ꝓposit' sub com̄ sigillo Corporacōnis p̄d vel recuperand̄ ꝑ accōnem debi in nōib⁹ Major' Ballior̄ Burgensiū & Cōitat' Burgi & Corporacon̄ p̄d ꝓ tempore existen̄ ꝓut ꝑ easdem leges Anglice By-laws inter alia inde content' plenius liquet & apparet & p̄dci Major Ballij Burgenses & Cōitas p̄dc̄ Ville de Bedford dicunt q̄d p̄d leges vocat' By-laws postea scil't vicesimo primo die Julij anno regni dci Dnī Regis nunc nono apud Villam Bedford in Com̄ p̄d ꝑ Johem Holt Mil' Capital' Justic' dci Dni Regis nunc ad placita coram ipo Rege tenend̄ assign̄ Justic' ad Assias in Com̄ p̄d capiend̄ assigū & Thom̄ Knight Ar' eidem Justic' associat' secundum formam cujusdm̄ Statut' fac' decimo sexto die Januarij anno regni Dnī Henrici septimi nuꝑ Regis Angl' &c. decimo nono exāiat' & apꝓbat' fuer' Quodq; p̄d leges vocat' By-laws postea scil't sexto die Septembris anno regni dci Dnī Regis nunc nono supradict' apud Villam p̄d publicat' & notificat' fuer' & publice adtunc & ibm lect' ꝓnunciat' & declarat' fuer' Ac q̄d p̄d Samuel Fox non existen̄ liber homo Burgi sive Corporacōnis p̄d postea & post pred publicacōnem notificacōnem lectionem ꝓnunciacōnem & declaracōnem legum vocat' By-laws pred scil't septimo die Septembris anno regni dci Dnī Regis nunc nono supradicto apud Villam Bedford pred infra Burgū & Corporacon̄ pred artem mysteriū & manual' occupacon̄ Coriarij Anglice of a Tanner usus fuit exercuit & occupavit Et idem artem mysteriū & manual' occupacon̄ ꝑ spaciū viginti & octo dier̄ extunc ꝓx' sequen̄ usus fuit exercuit & occupavit contra formam & effectum legū & ordinacon̄ Anglice By-laws pred' pretextu quor̄ pred Samuel forisfecit eisdem Majori Ball'ijs Burgensib⁹ & Cōitat' Ville de Bedford pred' predcas̄ septem libras ꝑ quod accō accrevit eisdem Majori Ball'ijs Burgensib⁹ & Cōitat' pred' Ville de Bedford ad exigend' & hend̄ de predcō Samuel' predcas̄ septem libras predcus̄ tamen Samuel licet sepius requisit' pred'

Per que est ordein, que nul person n'esteant un Freeman &c. *exerceret* ascun Art, &c. deins le Borough, &c. sur forfeiture de 5 s. *per diem*, &c. D'estre pay al Chamb. pur le use del Corpor. Et d'estre levy per distress, ou recover per Action de Debt, &c.

Les Bylaws fueront approve per les Justic' d'Assize.

Que les By-laws fueront publish.

Le breach del Bylaw.

ſeptem libꝛas eiſdem Majoꝛi Ballijs Burgenſibus ⁊ Cōitat non reddidit ſet ill' eis hucuſqꝫ reddere oīo contradixit ⁊ adhuc contradic' unde dicunt q̄d deterioꝛat' ſunt ⁊ dampnū h̄ent ad valenciam trigint' libꝛaꝝ Et inde ꝓduc' ſectam ⁊c. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront priſe al ceſt Declaration:

1. Que le noſme de Corporation eſt Major, Bailiffs, Burgeſſes & Commonalty, & le Cuſtom a faire *By-laws*, eſt que le Major, Bailiffs & Commonalty ount faire *By-laws*, enterleſſant Burgeſſes, Iſſint que eſt un material variance en le Noſme de Corporation.
2. Le cuſtom a faire les *By-laws* duiſſoit eſtre ſtrictment purſue, & pur ceo duiſſoit aver eſtre alledge que le *By-law* fuit fait per le Major, Bailiffs & Commonalty; mes en le Declaration eſt ſolement alledge, Que le *By-law* fuit fait per aſcun particular perſons per noſme.
3. Que le *By-law* meſme fuit unreaſonable, & encounter le Ley, pur ceo que per ceſt *By-law* touts ceux queux ont ſerve come Apprentices deins le Corporation ſont exclude a exerciſer lour Trades; & pur ceo les Caſes de ***Norris*** & ***Staps***, *Hob.* 210. de les Taylers de *Ipſwich*, *Co.* 11. 53. Le Caſe de City de *Londres*, *Co.* 8. 121. *b.* & le Caſe de Major & Commonalty de *Colcheſter*, *Carter*'s *Rep.* 68 & 114. & le Caſe de Corporat' de *Cloth-workers*, *Godbolt* 252. fueront cite, Lou eſt adjudge, Que ſi le Roy per ſon Charter incorporate un Ville, & per meſme le Charter grant al eux, que nul perſon uſeroit un Trade deins le Ville, ſi ne fuit approve per eux, ou deux de eux, que ceo fuit void Charter, pur ceo que fuit encounter le Liberty de Subject, & ad tendance al Monopoly; & ſi le Roy per ſon immediate Power ne poiet faire tiel Ley, nul derivative poiar poit ceo faire. Et per le Opinion de tout le Court, Judgment fuit done pur le Def. pur ceo que le *By-law* ne fuit bone. Mes le Court fuit de Opinion que un Cuſtom al effect de dit *By-law* voiloit eſtre bone. ***Latwyche*** fuit Accouncel ove le Def.

Chaloner

Chaloner v. *Davis.*

Hill. 9 W. 3. Regis. Rot. 1175.

Bucks ſſ. Thomas Davis nup de parochia de Stokelyne in Com̄ Oxoñ Yeoman al̄s dc̄us Thomas Davis of Baynton in the Pariſh of Stokelyne in the County of Oxford Yeoman ſum̄ fuit ad reſpondend’ Will’o Chaloner Gen̄ de pl’ito q̄d reddat ei centū libras quas ei debet & injuſte detinet &c. Et unde idem Will’us per Willm̄ Vaux Attorn̄ ſuū dic’ q̄d cum per quoddam ſcriptū Articuloꝝ agreamenti Indentat’ primo die Maij anno regni Dnī Regis nunc octavo inter eundem Willm̄ Chaloner per nomen Willī Chaloner de Steeple-Claydon in Com̄ Buck’ Gen̄ ex una parte Et predcm̄ Thomam per nomen Thome Davis de Baynton in parochia de Stokeline in Com̄ Oxoñ Yeoman ex altera parte apud Aylesbury in Com̄ Buck’ pred’ fact’ cujus alt’am partem ſigillo predcī Thome ſignat’ Idem Will’us Chaloner hic in Cur’ ꝓfert cujus dat’ eſt eiſdem die & anno concluſ̄ & agreat’ fuit modo & forma ſequeñ videl’t Imprimis agreat’ fuit per & inter partes pred’ Et pred’ Will’us Chaloner pro ſe hered’ executoribꝰ adminiſtratoribꝰ & aſſign̄ ſuis per ſcriptū Articl’oꝝ pred’ convenit & conceſſit ad & cum pred’ Thoma Davis hered’ & aſſign̄ ſuis q̄d pred’ Will’us Chaloner & om̄es perſone clamañ ſubt’ eum ſuper vel ante decimū ſeptimū diem Novembris ꝓx’ ſequeñ dat’ ſcripti Articuloꝝ pred’ facerent ſigillarent & delibarent pred’ Thome Davis & hered’ ſuis ad cuſtag’ & onera pred’ Thome Davis boñ & ſufficieñ titulum aſſuranc’ & conveianc’ in lege tot’ ill’ meſſuag’ cum extradomibꝰ edificijs atrijs pomarijs gardinis & pertineñ adinde ſpectañ Et unius clauſ̄ terre arabilis adjungeñ pred’ meſſuag’ Ac tot’ ill’ duaꝝ virgat’ terr’ arabil’ prat’ & paſtur’ terre cum pertiñ Om̄ia que quidem premiſſa ſunt ſcituat’ & exiſteñ in Villa Paroch & Campis de Steeple-Claydon p̄d & tunc fuer’ in poſſeſſion̄ p̄d’ Willī Chaloner Et tunc p̄antea fuer’ in poſſeſſion̄ Thome Snow defunct’ Item ſecdō ult’ius agreat’ fuit Et p̄d Thomas Davis pro ſe executoribꝰ & adminiſtratoribꝰ ſuis convenit & conceſſit ad & cum predc̄o Will’o Chaloner executoribꝰ adminiſtratoribꝰ & aſſign’ ſuis per ſcriptū articl’oꝝ pred’ q̄d ipſe pred’ Thomas Davis ſive aſſign’ ſui tempore execucon’ & ſigillacon’ tal’ conveianc’ & in conſideracon’ inde bene & fideliter ſolverent vel ſolvi cauſarent pred’ Will’o Chaloner executoribꝰ adminiſtratoribꝰ

Debt pur 100 l.

Narr’. Que per Articles de Agreement, 1 *Maij*, 8 W. 3. fait, enterſe Pl. & De. fuit agree.

Que le Pl. faira al Def. un bon conveyance de certain terrs ſur ou devant 17 Nov. ꝓch’ enſuant.

Que le Def. al temps d’execution de tiel conveyance, & en conſid. de ceo, payer’ al Pl. 503 l.

Al Meaſe de Sir F. C.

ſtratoribꝰ vel aſſign' ſuis juſtam & plenam ſum̃am quingentarũ & triũ librarũ legalis monete Anglie apud domũ Dnĩ Franciſci Child ſcituat̃ apud Temple-Bar London

Auter Covenants concernant l'enjoyment des terrs, &c.

Tertio agreat̃ fuit q̃d p̄red' Thomas Davis intraret ſuper & gauderet p̄redcm̃ clauſũ adjungen' domui p̄red' eodem tempore quo p̄red' ſumma quingentarũ & triũ librarũ ſolut̃ foret p̄red' Willo Chaloner ſive aſſign' ſuis Acetiam om̃es com̃unias ꝓ vaccis & equis ſpectan' p̄red' duabꝰ virgat̃ terre Quarto agreat̃ fuit q̃d p̄redcus̃ Will'us Chaloner & aſſign' ſui gauderent om̃ia terras & herbas & jampna Anglice Furze in campo vocat' Windmil-fields in paroch de Steeple-Claydon p̄red' ſpectan' p̄red' duabꝰ virgat̃ terr' quouſq; ꝓventus Anglice the Crops qui ibm foret creſcens anno Dnĩ mill'imo ſexcenteſimo nonageſimo ſeptimo meſs' falcat̃ & aſportat̃ eſſet Et q̃d ipſe p̄red' Will'us Chaloner heret liberam libertat' ad arand' & ſeminand' eaſdem Quinto agreat̃ fuit q̃d p̄d Thomas Davis & aſſign̄ ſui intrarent ſuꝑ p̄d' meſſuag' extradomos edificia & atriũ adinde ſpectañ Et parvam peciam terre circa ſilvam Anglice the Spring adjungeñ curtilagio Anglice the Back-ſide p̄d' meſſuagij Et cum palis clauderent Anglice Pale eadem im̃ediate poſt dat̃ ſcripti Articulorũ p̄d ipſo p̄d' Willo Chaloner & aſſign̄ ſuis libtatem heũ ad eundem per atriũ ad abcarriand' Anglice to fetch off ejus ꝓventum Anglice Crops bladorũ tunc creſcen' in p̄red' cl'o Sexto agreat' fuit q̃d Thomas Davis intraret ſuꝑ om̃es cõias ꝓ ovibꝰ Anglice Sheep-Commons ſuꝑ viceſimũ nonũ diem Septembris ꝓx' ſequen' Acetiam qd' ipſe intraret ſuꝑ & gauderet om̃es terras ſpectan' p̄red' duabꝰ virgat̃ terr' exiſten' in campo boſcal' Anglice the Wood-field tam cito quam ꝓvent̃ Anglice the Crop tunc creſcens falcat' & aſportat' foret Septimo agreat̃ fuit qd' p̄red' Will'us Chaloner vel aliquis al' ꝑſona ꝑ ejus privitat̃ non ſuccinderet aliquem boſcum tunc creſcen' ſuper aliquam partem premiſſorũ ad aliquod tempꝰ poſtmodum Poſtremo agreat̃ fuit qd' p̄red Thomas Davis vel aſſign' ſui annuatim imperpm̃ poſtea ſolveret p̄red' Willo Chaloner vel aſſign' ſuis ſum̃am duorũ ſolidorũ ſuper viceſimum nonum diem Septembris Et compareret apud om̃es Curias poſtea tenend' ꝓ Manerio de Steeple-Claydon p̄red'

Ambideux oblige eux meſme en 100 l. pur performans, &c.

Et ꝓ vera performac̃one om̃iũ & ſingulorũ premiſſorũ p̄red' Will'us Chaloner & Thomas Davis ſeperatim obligaſſent ſe alterutri in plena ſum̃a centũ librarũ legalis monete Angl' per idem ſcriptũ ꝓut per ſcriptum Articulorum p̄red' apparet In facto idem Will'us Chaloner dic' qd' ipſe idem Will'us Chaloner a tempore confecc̃onis ſcripti Articulorum p̄red' om̃ia & ſingula convencon' conceſſion' articulos & agreament' in ſcripto articulorũ p̄red' ſuperius ſpecificat̃ ex parte ſua obſervand̄ ꝑformand̄ & cuſtodiend̄ ſecdm̄ formam & effecm̄ ſcripti articuloꝝ p̄d ſemper hucuſq; bene & fidelit' obſervare performare & cuſtodire paratus fuit Q̄dq; p̄ed Thomas a tempore confeccon̄ ſcripti articuloꝝ p̄ed aliqua convencon' conceſſion̄ articulos ſeu agreamenta quecunq; in ſcripto articuloꝝ p̄ed' ſuperius ſpecificat' ex parte ſua obſervand̄ performand̄ ſeu cuſtodiend̄ ſecdm̄ formam & effecm̄ ſcripti articuloꝝ ill' hucuſq; non obſervavit performavit ſeu cuſtodivit Particulariterq; idem Will'us Chaloner in facto dic' q̄d ip̄e idem Will'us Chaloner & quidam Robtus Markham de Yardley in Com̄ Hertf' Ar' poſt confeccõnem p̄d ſcripti articuloꝝ p̄d & ante p̄ed decimū ſeptimū diem Novembris in eodem ſcripto articuloꝝ mencõnat' ſcil't decimo ſexto die ejuſdem menſis Novembris (eodem Robto Markham poſſeſſionat' exiſten̄ de & in ten̄tis & premiſſis p̄d ꝓ reſid' duoꝝ terminoꝝ annoꝝ reverſione inde p̄fat' Will'o Chaloner & heredib9 ſuis ſpectan') apud Steeple-Claydon p̄d quandam Indenturam ſuam barganie & vendicõnis de ten̄tis & p̄miſſis p̄d' in ſcripto articuloꝝ p̄d mencõnat' fecer' & ſigillaver' Et ut facta ſua Indentur' ill' ad uſum ipſius Thome adtunc & ibm deliberaver' ꝑ quam quidem Indentur' p̄d Will'us Chaloner & Robtus ꝓ & in conſideracõne ſeperal' ſummaꝝ quinq; ſolidoꝝ legalis monete Anglie eiſdem Will'o Chaloner & Robto in manibus reſpective ſolut' barganizaſſent & vendidiſſent p̄d' Thome tenement' & p̄miſs' p̄d ꝑ nõina tot' ill' meſſuag' cum extradomib9 edificijs atrijs pomarijs gardinis & ꝑtinen' adinde ſpectan̄ Et unius clauſi terre arabilis adjungen̄ p̄ed' meſſuag' & parve pecie terre circa ſilvam Anglice the Spring adjungen' curtilagio p̄ed' meſſuagii acetiam omnium ill' duarum virgat' terre terre arabil' p̄at' & paſtur' cum ꝑtin' ſcituat' & exiſten' in villa parochia & campis de Steeple Claydon p̄ed' Et que tunc fuer' in poſſeſſione p̄d Willi Chaloner & Thome Davis vel unius eoꝝ Et que fuer' p̄antea in poſſeſſione Thome Snow defunct' Et revercon' & revercon' remaner' & remaner' omnium & ſingulor p̄miſſoꝝ ac omnium reddit' ſervic' & al' proficū premiſſoꝝ & cujuſlibet partis & parcell' inde habend̄ & tenend̄ premiſſa p̄ed cum pertin̄ eidem Thome Davis & aſſign̄ ſuis a die ꝓx' ante diem dat' Indenture p̄d ꝓ & duran̄ termino unius anni integri extunc ꝓx' ſequen̄ & plenarie complend̄ & finiend̄ reddend̄ & ſolvend̄ ꝓinde reddit' unius grani Piperis ad feſtum Sci̅ Michis Archi tant' ſi idem demandat' eſſet ea intencõne q̄d virtute Indenture p̄dc̄e & Statuti de uſibus in poſſeſſionem transferend̄ p̄d Thomas Davis eſſet in actuali poſſeſſione premiſſorum & habilis acceptare conceſſion' & relaxacon' revercon' & hereditat' inde ipſi p̄ed Thome Davis & hered̄ ſuis Q̄dq; ip̄e

Averment
Que le Pl.
Markham
(que fuit poſſeſs del reſidue de deux
terms pur
ans) enſeale
Indentures
de Leaſe &
Releaſe. des
premiſſes, &
deliver eux
al uſe del
Def.

Le Releaſe 17 Nov.

ipi̅ ijdem Will'us Chaloner & Robertus poſtea ſcil't ſuper p̄ed decimu̅ ſeptimu̅ diem Novembris in ſcripto articuloꝝ p̄ed ſic ut p̄fertur mencōnat̄ apud Steeple-Claydon p̄d quandam aliam Indentur̄ relaxacōnis & confirmacōnis de teñtis & p̄miſſis p̄ed p̄edc̄o Thome fecer̄ & ſigillaver̄ Et ut facta ſua Indentur̄ ill' ad uſum ipſius Thome & hered̄ ſuoꝝ adtunc & ibm deliberaver̄ per quam quidem Indentur̄ p̄ed Will'us Chaloner ꝓ & in conſideracōne ſum̄e quingentaru̅ & triu̅ libraru̅ legalis monete Anglie eidem Willo in manib⁹ mencōnat̄ fore ſolut̄ quodq; p̄ed Robtus in conſideracōne ſum̄e quinque ſolidoꝝ conſilis legalis monete eidem Roberto in manib⁹ ſilit̄ fore ſolut̄ mencōnat̄ relaxaſſent & confirmaſſent p̄ed Thome Davis (in actuali poſſeſſione inde exiſten') p̄miſs' p̄ed per p̄ed nomina tot̄ ill' meſſuag' cum extradomib⁹ edificijs atrijs pomarijs gardinis & ptinen' adinde ſpectañ & uni⁹ clauſi terre arabilis adjungen' p̄d meſſuag' & parve pecie terre circa ſilvam Anglice the Spring adjungeñ curtilagio p̄ed meſſuagij acetiam omniu̅ ill' duaꝝ virgat̄ terr' terre arabil' prat̄ & paſtur̄ cum pertiñ ſcituat̄ & exiſteñ in villa parochia & campis de Steeple-Claydon p̄ed & que tunc fuer̄ in poſſeſſione p̄ed Willi Chaloner & Thome Davis vel unius eoꝝ & que fuer̄ p̄antea in poſſeſſione Thome Snow defunct & revercoñ & revercoñ remaner̄ & remaner̄ omniu̅ & ſinguloꝝ p̄miſſoꝝ ac omniu̅ reddit' ſervic' & al' ꝓfic p̄miſſoꝝ & cujuſlibet partis & parcell' inde acetiam totum ſtat̄ rect̄ titulū intereſſe clameū & demand̄ quecunq; que ipi̅ p̄ed Wilkus Chaloner & Robtus habuer̄ vel habuit aut in aliquo modo habere poſſent aut debent de in vel ad p̄miſſa vel aliquam partem inde habend̄ & tenend̄ p̄miſſa p̄ed' cum ptin' p̄ed' Thome hered' & aſſigñ ſuis ad ſolum uſum p̄ed' Thome Davis hered' & aſſigñ ſuoꝝ imppetuū Reddend' & ſolvend' Adq; p̄ed' Thomas conveniſſet ꝓ ſe hered' & aſſign' ſuis ꝑ eandem Indentur̄ annuatim poſtmodū imppetuū p̄ed' Wilko Chaloner vel aſſigñ ſuis ſum̄am duorum ſolidoꝝ ſup vicesimū nonū diem Septembris reddere & ſolvere Et ad omnes Cur̄ poſtea tenend' ꝓ manerio de Steeple-Claydon p̄dict̄ comparere Ac p̄ed' Wilkus Chaloner adtunc & ibm paratus fuit & obtulit ſemperq; poſtea fuit & adhuc paratus exiſtit ad cuſtagia ipſius Thome facere & ꝓcurare fieri aliquam aliam conveianciam de teñtis & p̄miſſis p̄d' ſecdm̄ formā articuloꝝ p̄ed' Et idem Wilkus Chaloner ulterius in facto dic' qd' p̄ed' Thomas poſtea ſcilt p̄ed' decimo ſeptimo die ejuſdem menſis Novembris apud Steeple-Claydon p̄d' de premiſſis noticiam habuit Et ſic inde noticiam haben' p̄ed' Thomas Indentur̄ ill' ſe agreare ſeu ill' de eiſdem Will'o Chaloner & Robto ut fact̄ eorundem Willi Chaloner & Robti p̄d' Thome

acceptare adtunc & ibm penitus recuſavit Et adhuc recuſat Et p̄d' ſum̄am quingentarum & triū librarū eidem Willo Chaloner ſecdm̄ formam & effecm̄ ſcripti articulorū pred' pred' Thomas vel aſſign̄ ſui non ſolver' nec ſolvi cauſaver' Sed ill' eid' Willo Chaloner ſolvere ſecdm̄ formam & effecm̄ articulorū p̄d' pred' Thomas contradixit & adhuc contradic' p quod acc̄o accrevit eid' Will'o Chaloner ad exigend' & habend' de pred' Thoma predcas̄ centū libras pred' tamen Thomas licet ſepius requiſit' predc̄as centū libras eid' Will'o Chaloner nondū reddidit ſed ill' ei reddere contradixit & adhuc contradic' unde dic' qd' deteriorat' eſt Et dampnū habet ad valenc' viginti librarū Et inde pduc' ſectam &c. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront priſe al ceſt Declaration.

1. Que le Execution de Conveyance doit precede le Payment del Argent, & donques ſi le Plaintiff n'ad monſtre ſufficientment, que il ad execute tiel Conveyance, il n'ad bien entitle luy meſme al Action; & que le execut' del conveyance doit precede le payment del Argent fuit dit per le Counſel del Defendant, que per les Articles nul jour certain fuit appoint pur le payment del Argent, mes ceo per le Agreement des parties fuit d'eſtre reduce al certainty per le Act del Plaintiff, *viz.* l'Execution del Conveyance. Per les Articles le Conveyance fuit d'eſtre fait ſur ou devant le 17 jour de *Nov.* donc proch' enſuant; & come ſemble ſi le Pl. ad execute un Conveyance devant cet jour, il puiſſoit aver Action pur l'argent immediatement apres, per que eſt prove que le Duty accrue al Pl. apres le execut' del Conveyance, & nemy devant; ſi le covenant ad eſtre a conveier les terrs ſur un jour certain, donques ad eſtre aſcun color que les parols *tempore executionis, & in conſideratione inde, &c.* referreront al dit jour & nemy al execut' de convaiance, & uncore en ceſt Caſe ad eſtre adjudge que le payment d'Argent referrera al l'Act d'eſtre fait, & nemy al jour en que ceo fuit d'eſtre fait, & pur ceo *Vide* le Caſe de *Elwick* & *Cudworth* devant en ceſt liver. Et ouſter a prover cet point ceux Caſes fueront cite, *viz. Lea* & *Exelby*'s Caſe, 3 *Cro.* 888. *Duck* & *Vincent*'s Caſe, 2 *Mod. Rep.* 33. & le Caſe de *Shales* & *Seignioret*, *Intrat. Paſc.* 10 *W.* 3. *Rot.* 158. *B. R.* ou le Pl. covenant ove le Def. a transferrer al Def. 400 *l.* en le Bank-Stock, & le Def. covenant que il accepteroit ceo, & que il *tempore tranſlacon' inde* paieroit tant al Pl. & en un Action pur le Breach de ceſt Covenant, le Plaintiff declare, que il ad done notice al Defendant, que il a tiel jour & lieu transferreroit, *&c.*

& ad appoint le Defendant d'eſtre la, *&c.* le quel il ad refuſe, & le Breach fuit aſſigne en le non payment del Argent. Mes Judgment ſur Demurrer fuit done pur le Defendant, pur ceo que appiert per le monſtrans de Pl. meſme que ne fuit aſcun transferre, & tanque ceo fuit fait nul Argent fuit due. Fuit auxi inſiſt, que le Covenant del Def. en le Caſe icy, fuit en nature de Condit' d'un Obligat' quia il fuit a forfeiter 100 *l.* Penalty, & pur ceo le Covenant duit eſtre conſtrue pluis favourablement pur le Def. Et pur ceo le Caſe de *Bold* & *Molineux*, *Dier* 17. fuit cite; Et le Opinion de tout le Court fuit que l'Execut' del Conveyance fuit a preceder le Payment del Argent.

Et quant al point de pleading l'Execution de Conveiance, fuit dit per le Counſel del Def. que ceo ne fuit bien plede, pur ceo que ſur tout le Matter la fuit un Surrender del Intereſt de *Markham* al Pl. & per Conſequence le Leaſe pur un an fuit ſolement le Leaſe del Pl. & donques le Pl. duiſſoit aver declare ſur le verity de ſon Caſe, accordant al operat' de Ley ſur tout le Matter de Fact del Caſe, le quel n'eſteant fait, le Declarat' per ceo eſt male, & pur ceo ceux Caſes fueront cite, *viz.* *Cheſter* & *Williams*'s Caſe. 2 *Saun.* 96 & 97. *Cooke* & *Bromhill*'s Caſe, *Noy* 66. *Hall* & *Seabright*'s Caſe, 1 *Mod. Rep* 14. *Butt*'s Caſe, *Co.* 7. 24. b. & *Lade* & *Baker*'s Caſe, 2 *Ven.* 149, & 260, & 266. Et le Opinion del Court quant al cet point fuit, que le Declarat' fuit male, car come fuit dit per *J. Powell*, Tenant pur ans ne puit faire un Leaſe deins le Stat' de Uſes & per ceſt meanes a doner Poſſeſſion al Def. a faire luy capable d'un Releaſe de Reverſion. Que le Payment del Argent ne depend ſur l'Execut' del Conveyance ceux caſe fuer' cite per le Counſel del Pl. 1 *San.* 320. & 1 *Keb.* & 2 *Keb.* 542. *Pordage* & *Cole*'s Caſe, *Peters* & *Opies* Caſe, 2 *Saun.* 250. *Hunlock* & *Blacton*'s Caſe, 2 *Saun.* 155. 2 *Mod.* 33, & 34. 2 *Jones* 179. 3 *Cro.* 625.

2 Except' al ceo Declarat' fuit, Que per les Articles le Plaintiff fuit a ſealer & executer al Def. ou ſes Aſſignes, un bone & ſufficient Aſſurance, *&c.* Et le Declarat' eſt que il ad Seale & deliver al uſe del Def. un Leaſe & Releaſe, que n'eſt ſufficient Averment de performance del Covenant en ceſt reſpect; car peradvent' ils fueront deliver al ceſtuy que ne voile deliver eux al Def. & le Def. n'ad aſcun meanes a compeller le delivery a luy; *quia* le Pl. n'ad mention aſcun perſon al que il ad deliver eux; & pur cet Except' ceux Caſes fueront cite, *viz.* *Tanfield* & *Greene*'s Caſe, *Noy* 18. 4 *Leon. Caſe* 148. *Beaſe* & *Draiton*'s Caſe, 3 *Cro.* 143.

3 Except' fuit, Que le Covenant del Def. fuit a payer les 503 *l.* al Pl. ou ſes Aſſignes; & le Declarat' eſt ſolement que il n'ad pay eux al Pl. mes ne dit, ou ſes Aſſignes; Et pur ceſt Except' le Caſe de *Colt* & *Howes*, 3 *Cro.* 348. *Penſor*'s Caſe, 3 *Keb.* 440. *Abbot* & *Biſhop*'s Caſe, 2 *Sid.* 41. fueront cite.

4 Except' fuit, Que le Covenant eſt que le Defendant payeroit l'Argent ſur l'Execut' del Conveiance, al le meſe de *Sir Fra. Child, &c.* Et le Declarat' eſt que il n'ad pay *ſecundum formam & effectum articulorum*; Quel n'eſt bone pleader, car la eſteant un temps & lieu appoint pur le payment, il duit eſtre alledge, que l'Argent ne fuit pay al tiel temps & lieu, & pur cet Except' le Caſe de *Elborough* & *Tates*, 2 Keb. 874. fuit cite. Mes ore quant al ceſt Except' *Vide Brookes* & *Dean*'s Caſe, 1 *Levinz* 145. *Walnough* & *Holgate*'s Caſe, 3 *Levinz* 293. 3 *Cro.* 281. *Foxe* & *Lee*'s Caſe, *Harwood* & *Bincks*'s Caſe, 2 *Mod. Rep.* 268, 269. & *Lamplugh* & *Shieres* Caſe en cet liver, & *Cro. Car.* 560. Mes nul Reſolut' del Court fuit ſur ceux trois darr' Exceptions. *Gould* Serjeant le Roy & *Girdler* fueront Accounſel ove le Plaintiff, *Birch* & *Lutwyche* ove le Defendant. Et Judgment fuit done pur le Defendant. Pur le primer point de ceo Caſe *vide* le Caſe de *Thorp* & *Thorp* devant en ceſt liver.

Lynch & *Templeman* v. *Clemence.*

Intrat' Mich. 11 W. 3. Regis. Rot. 364. *C. B.*

Debt pur 300 l.

Midd' ſſ. Johes Clemence nup de London Aurifaber al's dict̄ Johannem Clemence Civem & Aurifab̄r London ſum̄ fuit ad reſpondend̄ Edwardo Lynch & Franciſco Templeman de p̄lito q̄d reddat eis trecent̄ libras quas eis debet & injuſte detinet &c. Et unde iidem Edwardus & Franciſcus per Thomam Leppington Attorn' ſuū dic' q̄d cum pred' Johannes decimo quinto die Februarij anno Dn̄i millimo ſexcenteſimo nonageſimo octavo apud paroch̄ Sc̄i Martini in Campis in Com̄ p̄d ꝑ quoddam ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri p̄fat̄ Edwardo & Franciſco in p̄d' trecent' lib̄ ſolvend' eid' Edwardo & Franciſco cū inde requiſit̄ fuiſſet p̄dcus̄ tamen Johes licet ſepius requiſit̄ p̄d' trecent̄ lib̄ p̄fat̄ Edwardo & Franciſco

Narr'. Sur Obligat' fait 15 Feb. 1698.

ciſco ſeu coꝝ alteri nondū reddidit ſed ill' eis hucuſq; reddere contradixit & adhuc contradic̄ unde dic̄ q̄d deterioꝛat̄ ſunt & dampnū habent ad valenciam decem libꝛaꝝ Et inde ꝑduc̄ ſectam &c. Et ꝓferunt hic in Cur̄ ſcriptū p̄d' q̄d debm p̄red' in foꝛma p̄red' teſtatur cujus dat eſt die & anno ſupꝛadict̄ &c.

Barr.

Et p̄red' Johes p Walteꝝ Adamſon Attoꝛn' ſuū ven' & defend' vim & injur̄ quando &c. Et pet̄ audit̄ ſcripti p̄red' & ei legitur &c. pet̄ etiam audit̄ condic̄on' ejuſdm̄ ſcripti Et ei legitur in hec vba ſſ. The Condition of this Obligation is ſuch, That if the above-bounden *John Clemence*, his Heirs, Executors and Adminiſtrators, for his and their Parts and Behalf, ſhall and do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *Edward Waldegrave* of *Ruſſel-ſtreet* near *Covent Garden* in the County of *Middleſex*, Goldſmith, *Robert Rodes* of the *Middle-Temple*, *London*, Gent. and *Lewis Davis* of *Thredneedle ſtreet*, *London*, Scrivener, or any two of them, Arbitrators indifferently elected and named, as well on the part and behalf of the above-bounden *John Clemence*, as of the above-named *Edward Lynch*, to arbitrate, award, order, judge and determine of and concerning all and all manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by and between the ſaid Parties, or either of them, ſo as the ſaid Award be made in Writing, and ready to be delivered to the Parties in difference, or ſuch of them as ſhall deſire the ſame, on or before the ſixth day of *April* next enſuing, then this Obligation to be void, or elſe to remain in full force and virtue. Quib9 lc̄is & auditis idem Johes dic̄ q̄d p̄red' Edwardꝫ acc̄onem ſuam p̄red' vſus eū h̄ere non debet quia dic̄ q̄d p̄red' Edwardus Waldegrave Robertus Rodes & Ludovicus Davis Arbitratoꝛes in condic̄one p̄red' menc̄onat̄ aut aliqui duo eoꝛum poſt confecc̄onē ſcripti p̄redci ſup vel ante p̄redcm̄ ſextū diem Apꝛilis in condic̄one p̄red' menc̄onat̄ non fecer̄ aliquod arbitriū oꝛdinem arbitrac̄onem finem ſive determinac̄on' inter ipm̄ p̄refat̄ Edwardū & ipm̄ p̄refat̄ Johem de & ſup p̄remiſſis in condic̄one p̄red' ſpecificat̄ Et hoc parat̄ eſt vificare unde pet̄ Judicm̄ ſi p̄red' Edward9 & Franciſcus acc̄onem ſuam p̄red' inde vſus eum habere debeant &c.

Le Condit' Que le Def. *ſtaret ad & performaret* l'Agard de *E. W. R. R.* & *L. D.* ou aſcun deux de eux, Arbitrators elect de part del Def.& le Pl. *L.* (omittant le Pl. *T.*) de arbitrer touts matters dependant enter les parties, ou *either* de eux. *Ita quod*,&c.

Plea. Nul agard fait.

Replic'.

Et p̄red' Edward9 Lynch & Francus̄ Templeman dic̄ quod ipſi p aliqua p p̄redcm̄ Johem Clemence ſuperius placitando allegat̄ ab acc̄one ſua p̄red' inde vſus ipſum Johem h̄end' p̄recludi

cludi non debent quia dic' qd' poſt confeccon' ſcripti obligatorij pred' & ante diem impetrac̄onis B̄ris Original' pred' Edwardi & Franciſci ſcil't primo die Aprilis anno Dn̄i millimo ſexcenteſimo nonageſimo nono apud paroch Scı̄ Martini in Campis in Com̄ Midd' pred' prefat' Edwardus Walgrave & Robertus Rodes duo Arbitratores in condic̄one pred' ſuperius nominat' accepto ſuper ſe onere arbitrandi inter partes pred' adtunc & ibm fecer' arbitrium ſuum inter partes pred' de & ſuper premiſſis in condicon' pred' ſuperius menc̄onat' in quodam ſcripto geren' dat' eiſdem die & anno ultimo menc̄onat' ſub manibꝰ & ſigillis ipſorum Edwardi Waldegrave & Robti Rodes p̄d & adtunc & ibm parat' fore deliberat' partibus pred' in differenc' ꝑ q̄d quidm̄ ſcriptū arbitrij iidem E. Waldegrave & R. Rodes duo Arbitratores pred' ut prefertur Recitan' qd' cum ante tunc fuiſſent & adtunc extiter' div̄ſe differencie penden' inter eoſdem Franciſcum Templeman & Edwardum Lynch ex una parte & prefat' Johem Clemence ex altera parte ꝓ quarum finali concluſione Anglice ending & determinac̄one partes pred' per mutuum eorum conſenſum & agreamentum ſe ſubmiſiſſent & unuſquiſq; alteri devenit obligat' per ſeperalia ſua ſcripta obligatoria geren' dat' decimo quinto die Februarij anno Dn̄i milli'mo ſexcenteſimo nonageſimo & octavo in penali ſum̄a trecentarum libr' obſervare performare & perimplere arbitrium arbitramentum judicm̄ & finalem determinacon' ipſorum Edwardi Waldegrave & Roberti Rodes & cujuſdm̄ Ludovici Davis de Thredneedle-ſtreet Scribe Anglice Scrivener vel aliquorum duorum ipſorum arbitratorum indifferent' elect' inter partes pred' Ita qd' dict' arbitrium fact' foret in ſcript' & parat' fore delibat' partibus in differenc' (ſeu talibꝰ eorum que idem peterent) ante ſextum diem Aprilis tunc ꝓx' ſequen' ꝓut per dc̄a ſcripta obligatoria largius apparet Cumq; ipſi pred' Edwardꝰ Waldegrave & Robtus Rodes duo Arbitrator' p̄d ſuſcepiſſent ſup ſe onus arbitrij pred' & ſuperinde audiviſſent om̄es allegationes & ꝓbac̄ones partium p̄d Ipſi p̄dc̄o die dat' ejuſdem ſcripti fecer' plenū & finale arbitriū ſuū modo & forma ſequen̄ viz. Cum ipiſ apparebat qd p̄d Johes Clemence ꝑ ſcriptum ſuum obligatorium geren̄ dat' triceſimo die Maij anno Dn̄i millimo ſexcenteſimo nonageſimo & ſexto ſtetit obligat' Elizabethe Templeman (que exinde poſtea nupſit p̄fat' Edwardo Lynch) in ſum̄a ducentarum librarum ꝓ ſoluc̄one centum & decem librarum ſuper triceſimum primum diem Maij anno Dn̄i millimo ſexcenteſimo nonageſimo & ſeptimo Quod quidm̄ ſcriptum obligator' capt' fuit in nõie ejuſdem Elizabethe Templeman in fiducia ſolum̄o-

do

Agard fait *de & ſuper præmiſſis.*

Recital. Que fueront diverſe differences enter ambideux les Pl. d'un part, & le Def. d'auter part. Que ils touts avoient ſubmit, &c. per ſeveral Obl' dat' 15 *Feb.* 1698. (que eſt le date de ceſt Obl'.)

Le Agard. Entant que le Def. fuit oblige al *Eliz. Templeman* (que eſt ore la Feme del Pl. *Lynch*) en 200l. quel Obl' fuit en truſt pur le Pl. *Templeman*.

Et 17l. fuit due pur Principal & Intereſt.

Ils agard que le Def payera al Pl. T. 83l. & ouſter aſſignera a luy un Debt de 34l. due al Def. de un H. B.

Et faira un Affidavit devant un Maſter en Chancery, que le Debt eſt juſt &c.

Et s'il faile de faire tiel Aſſignment & Affid. donc a payer 34l. al Pl. T. ouſter le dit 83l.

Que ſur performans, &c. le Pl. T. deliver' al Def. le dit Oblig' en que il fuit oblige al E. T.

Et que le Pl. T. faira un General Releaſe al Def.

do ꝓ p̃d' Franciſco Templeman quodq; adtunc fuit debit̃ ꝓ ꝓincipali ⁊ intereſſe ſuꝑ ſcriptum obligatoꝛ̃ p̃d ſum̃a centum ⁊ ſeptemdecim libꝛ̃ Ipſi p̃d Edwardus Waldegrave ⁊ Robertus Rodes arbitraveꝛ̃ q̃d p̃d Johẽs Clemence infra ſpacium unius menſis ꝓx' poſt datum ejuſdem ſcripti arbitrij ſolveret ſeu ſolvi cauſaret p̃d Franciſco Templeman execut̃ adminiſtr̃ vel aſſign̄ ſuis ſum̃am octoginta ⁊ triū librar̃ in parte p̃d centum ⁊ ſeptemdecim libꝛ̃ ⁊ ꝓ ſatisfacc̃one reſidui debi ill' aſſignaret p̃d Franc' Templeman quoddam debm triginta ⁊ quatuoꝛ libꝛ̃ eidem Johi Clemence debit̃ a quodam Henrico Beeſly de London Gen̄ ac infra idem tempus conficeret Anglice ſhall execute ⁊ delibaret eidem Franciſco Templeman ſufficientem authoꝛitatem ꝓ eodem debo ſectare ⁊ idem recuꝑare cum convenc̃onib; in eadem authoꝛitate foꝛe inſert̃ q̃d idem Johẽs Clemence non revocaret authoꝛitatem p̃d nec denar̃ p̃d recipet ſed foꝛet auxilians ⁊ aſſiſtens in recuꝑac̃one inde Q̃dq; etiam idem Johẽs Clemence infra idem tempus p̃d ꝑſtaret ſacrm̄ ſuū Anglice ſhall make an Affidavit in ſcripto coꝛam aliquo Magiſtro in Cancellar̃ q̃d debm p̃d eſt reale ⁊ juſtū q̃dq; agreat̃ fuit ꝓ bonis vendit̃ ⁊ delibat̃ eidem Beeſley ꝓ ſeperalib; pecijs particularit̃ impoſit̃ Anglice charged eidem Beeſley in quadm̄ billa particulariū prolat̃ coꝛam ipſis arbitratoꝛib; attingen̄ ad ſum̃am triginta ⁊ quatuoꝛ libꝛ̃ ⁊ treſdecim ſolid Et in caſu q̃d p̃d Johẽs Clemence deficeret Anglice ſhall fail in conficiendo Anglice of executing talem authoꝛitatem ⁊ ꝑſtando tale ſacrm̄ Anglice making ſuch Affidavit ut p̃d eſt infra tempus ꝑmenc̃onat̃ Q̃d tunc dc̄us Johẽs Clemence infra ſpaciū duoꝝ menſ̃ ꝓx' poſt dat' ejuſdem ſcripti arbitrij ſolveret eidem Franciſco Templeman execut' adminiſtr̃ vel aſſign̄ ſuis ulterioꝛem ſum̃am triginta ⁊ quatuoꝛ libꝛ̃ exiſten̄ reſid p̃d centum ⁊ ſeptemdecim libꝛ̃ Et ulterius q̃d p̃dcus' Francus̃ Templeman ſuꝑ recepc̃onem p̃d ſum̃e octogint̃ ⁊ trium libꝛ' ⁊ talis authoꝛitat̃ ⁊ ſacri Anglice Affidavit ut p̃d eſt infra p̃d ſpaciū unius menſis vel ſuꝑ recepcon̄ p̃d ulterioꝛi triginta ⁊ quatuoꝛ libꝛ̃ in loco talis authoꝛitat̃ ⁊ ſacri Anglice Affidavit ut p̃d eſt ſurſum delibaret p̃d Johi Clemence ſcriptū obligatoꝛiū p̃d' per q̃d' idem Johẽs Clemence obligat̃ extitit p̃d' Elizabethe Templeman foꝛe cancellat̃ Et p̃dci Edwardus Waldegrave ⁊ Robtus Rodes ulterius ꝑ idem ſcriptum arbitrij arbitraveꝛ̃ q̃d p̃d' Edwardus Lynch ſuꝑ soluc̃onem dict̃ denar̃ ꝑ p̃d' Johẽm Clemence p̃d' Franc̃o Templeman ⁊ ꝑfecc̃one Anglice executing talis authoꝛitat̃ ⁊ ꝑſtac̃one talis ſacr' Anglice making ſuch Affidavit ut p̃d' eſt ſigillaret ⁊ delibaret eidem Johi Clemence general' relaxac̃onem Et poſtremo ijdem Edwardus Waldegrave ⁊ Robtus Rodes arbitraveꝛ̃ q̃d unuſquiſq; partiū

p̃d'

qd' ſuſtineret & ferret reſpectivas ppr' impenſas Anglice Charges uſq; ad ill' tempus occonat' per differencias pred' Et p confirmacone inde iidem Edwardus Waldegrave & Robtus Rodes eidem arbitrio manus & ſigilla appoſuer' primo die Aprilis anno Domini milleſimo ſexcenteſimo nonageſimo nono prout per idem ſcriptum arbitrij hic in Cur' plac' plenius apparet Et iidem Edwardus Lynch & Francus Templeman pteſtando dicunt qd' ipſi a die confeccōnis ſcripti arbitrij pred' hucuſq; bene & ꝟacif' obſervaver' & cuſtodiver' & uterq; eorum obſervavit & cuſtodivit oīa & ſingula in ſcripto arbitrij pred' ſuperius ſpec' ex parte ſua obſervand' & cuſtodiend' ſecundum formam & effectum ſcripti arbitrij pred' Proteſtandoq; etiam qd' pred' Johes Clemence non obſervavit performavit ſeu perimplevit aliqua in pred' ſcripto arbitrij pred' ſpec' ex parte ipſius Johis Clemence obſervand' performand ſeu perimplend' ſecundum formam & effectum ſcripti arbitrij pred' p pkito iidem Edwardus Lynch & Franciſcus Templeman dicunt qd' pred' Johes Clemence non ſolvit ſeu ſolvi cauſavit eidem Francō Templeman pred' ſummam octogint' & triū libr' infra ſpacm unius menſis px' poſt dat' ejuſdm ſcripti arbitrij quas ipſe idem Johes Clemence eidem Francō Templeman infra ſpacm illud ſolviſſe debuit ſecundū formam & effectum ſcripti arbitrij pred' ſed ill' adhuc inſolut' exiſtunt Et hoc parat' ſunt ꝟificare unde pet' Judicm & debitum ſuum pred' unacum dampnis ſuis occone detencōnis debi illius ſibi adjudicari &c.

Proteſtat'.

Breach. Pur nonpayment des 83 l.

Et pred' Johes Clemence dic' qd' pred' Francus Templeman non ſubmiſit ſe arbitrio pred' ſuperius replicando mencōnat' ſicut idem Franciſcus in condicōne pred' mid nōiat' exiſtit quoviſmodo Et hoc parat' eſt ꝟificare unde ut prius pet' Judicm Et qd' predci Edwardus & Franciſcus ab accōne ſua pred' precludantur &c. Demurrer, & Joinder en Demurrer.

Rejoinder. Que le Pl. T. *non ſubmiſit*, &c.

CEſt Caſe fuit argue en *Trin.* Terme 1700. & un ou deux foits devant. Quant al Objection que ad eſtre fait devant, que appiert per le Condition del Oblig' de Submiſſion que le Pl. *Templeman* ne fuit aſcun partie al Submiſſion, pur ceo que le Condition eſt, que ſi le Def. *Clemence ſtaret ad & perform arbitrium*, &c. fuit ore reſpond per le Councel de Pl. Que icy fuit un bone Submiſſion per *Templeman*; Et quant al ceo le Caſe eſt forſq; tiel en effect: Un Obligation eſt fait per le Def. al *Eliz. Templeman* en Truſt pur le Pl. *Templeman*, quel *Eliz.* eſt apres marrie al Pl. *Lynch*; Donc un Obligation eſt fait per le Def. al ambideux les Pls. ove condition que le Def. eſtoyera al agard de Arbitra-

tors indifferentment elect cybien de part del Def. come de le part del Pl. *Lynch*, d'arbitrate touts matters en controverſie enter les dits parties, *or either of them*; ore quand *Lynch* marrie ove *Eliz. Templeman*, que fuit Truſtee pur Pl. *Templeman*, *Lynch* deveigne Truſtee pur *Templeman*; donc quand *Templeman* joine ove *Lynch* ſon Truſtee en le priſal de ceſt Obligation de Submiſſion il appiert que il plainment ad aſſent & agree que les matters en controverſie touchant le Obligation priſe pur luy en le noſme del *Eliz. Templeman*, ſerront determine per les Arbitrators, que amount al Submiſſion a lour Agard.

Le Pl. *Lynch*, per l'aſſent de *Templeman*, ſubmit pur luy meſme & *Templeman* touchant le dit Obligation fait al *El.Templeman*, & iſſint le Pl. *Templeman* n'eſt un meer eſtranger al matter come ad eſtre object de auter part, car il eſt un partie al Obligation de Submiſſion, & pur le benefit de luy le Submiſſion eſt; & le Argent que fuit payable ſur le Obligation fait al *Eliz. Templeman*, en Equity apperteint a luy, & per le conſent de ſon Truſtee il eſt d'eſtre pay a luy, que eſt tout un en effect ſicome ad eſtre agard d'eſtre pay al *Lynch*, & s'il ad eſtre pay al *Lynch*, al darr' il ſerroit pay al Pl. *Templeman*. Iſſint que eſt tout un en effect que ſi ad eſtre agard que le Argent ſerroit pay al *Lynch* al uſe de Pl. *Templeman*. Et auxi eſt un fort implication en le Condition del Obligation de Submiſſion, que *Templeman* ad ſubmit luy meſme, & que fuit un *meer ſlip* en le *Scrivener* que fiſt le Obligation, que le noſme de *Templeman* fuit omit, car le Condition eſt d'eſtoier al Agard de Arbitrators indifferentment elect cybien de part de Pl. *Lynch* come de part de Def. *Clemence*, a determiner touts matters enter eux, *or either of them*, queux parols, *or either of them*, ſerront impertinent & inſignificant, ſi ne fueront deux perſons de un part.

A. & *B.* fueront oblige al eſtoier al Agard de *J. S.* concernant un matter ſurdant de part de feme de *B.* devant coverture, *J. S.* agard que *A.* payeroit al *B.* & ſa feme 10 *l.* & fuit tenus que le Agard fuit bone, coment le feme de *B.* fuit un eſtranger al Submiſſion, pur ceo que le Controverſie eſt per reaſon de le feme, *Mar.* 77 & 78.

Et ouſter fuit dit, Que ſi ſoit Remedy en Equity d'aver aſcun choſe Agard d'eſtre execute, le Agard eſt bone. Et pur ceo 17 *E.* 4. 5. *b.* fuit cite, ou eſt tenus *per Cur.* que ſi Agard ſoit fait devant le Stat. de Uſes, que le ceſtuy que uſe cauſeroit ſes Feoffees a faire un Releaſe al un en poſſeſſion de les terrs que ceo eſt un bon Agard, pur ceo que ceſtuy que Uſe poiet per *Subpœna* compel les Feoffees a ceo faire. Un Agard que *A.* diſcharger' *B.* de ſon *Undertaking* a payer un debt al *C.* eſt bone, 1 *Mod. Rep.* 9. *Becket* v. *Tayler* adjudge. Et ſi un Agard ſoit que l'un acquittera l'auter d'un Obligation en que ils ambideux ſont lie al *B.* pur payment de 105 *l.* ceo eſt bone Agard, car coment il ne poet compeller *B.* eſteant eſtranger a deliver ſuis l'Obligation, ou a faire un Releaſe per le Common Ley, uncore ſi le Obligation ne fuit forfeit il puiſſoit payer les 105 *l.* al *B.* al jour, & ceo acquitteroit l'auter, & s'il fuit forfeit uncore ſur ſatisfaction done il puiſſoit compeller *B.* a deliver ſuis l'Obligation, ou a doner un Releaſe, en Court de Equity, *P.* 15 *Car. B R.* entre *Darſey* & *Clipſham*, Adjudge ſur Demurrer, 1 *Rolls Abr.* 248. Nu. 11.

Ad eſtre object, que per le Releaſe le Obl' de Submiſſion ſerroit Releaſe, mes ceo n'eſt iſſint, car le Agard eſt ſolement general, que le Pl. *Lynch* ferroit un general Releaſe, que eſt d'eſtre intend de touts matters tanq; le temps de ſubmiſſion, *Allein* 87. *Kinaſton* & *Jones*'s Caſe. Mes admittant que ad eſtre al temps del Agard fait, uncore ad eſtre bone, pur ceo que touts les matters agard fueront d'eſtre perform devant le Releaſe fuit d'eſtre execute. *Rolls Abr.* 260. Nu. 3. *Raymond* 169. *Barker* & *Durrant*'s Caſe.

De part de Def. fuit dit, Que les choſes agard d'eſtre fait per le Def. fueront d'eſtre fait al eſtranger, & aſcuns Caſes fueront cite lou Agards fueront adjudge d'eſtre void pur ceſt Reaſon, queux jeo omit, pur ceo que come il ſemble ils ne tendont directment al determination de ceſt particular Caſe.

Al auter jour en le dit Term de *Trin.* 1700. Judgment fuit done pur le Pl. per les Opinions de le Chief Juſtice *Treby*, *J. Nevil* & *J. Powell*; Et primerment quant al ſubmiſſion, fuit dit que entant que *Templeman* fuit un des obligees en le Obligat' de Submiſſion & per ceo ad aſſent al un Agard, & entant que les Arbitrators per lour agard ount affirme que *Templeman* ad ſubmit al lour agard cybien come *Lynch* & *Clemence*, ils doneront credit al ceo, & les parties al obligat' de ſubmiſſion ſont eſtop adire le contrary. Et fuit auxi dit, que ne fuit de abſolute neceſſity que le ſubmiſſion appiereroit per expreſs parols en le Condit' d'Obligation, ſur que le ſuit eſt foundue; car poit appeare per l'Obligation fait per Pl. *Templeman* al Def. pur le perform' del agard, & pur ceo le caſe de *Hayes* & *Hayes*, 1 *Cro.* 433. fuit cite, que eſt un fort caſe al cet purpoſe.

Et quant al agard, meſme ils diſont que le agard fuit bone, pur les Reaſons devant done, & auxi pur ceo que le Truſtee, & le ceſtuy que truſt ſont come un perſon; & que ſi l'argent ad d'eſtre pay al Pl. *Lynch*, ad eſtre clerement bone, & que tender al, & refuſal per le Pl. *Templeman*, del Argent agard ad eſtre bone Plea al

Action de Debt ſur Obligat' fait al *Eliz. Templeman*, & que ſi l'Argent ad d'eſtre pay al Pl. ***Lynch***, donc l'agard ad eſtre clerement bone. Mes donc ***Lynch*** ſerroit en Equity compel a payer ceo al ***Templeman***; & iſſint eſt en effect le feſans de ceo adeprimes que ſerroit fait al darrein, & per le payment al Pl. ***Templeman*** le Oligat' de Def. ſerroit diſcharge cy bien come l'Argent ad d'eſtre pay al ***Lynch***, & ***Lynch*** auxi per ceo ſerroit diſcharge de ſon Truſt, que eſt pur ſon benefit; iſſint que cheſcun des Parties averont un juſt benefit per cet agard.

Et ouſter les Caſes devant cite, un auter fort Caſe fuit cite per Juſtice *Powell* a prover que ceſt agard fuit bone en Equity, *viz.* 1 *Rolls Abr.* 249. *Nu.* 11. Il auxi cite auters bone Caſes, *viz.* 3 *Leon.* 211. 5 *H.* 7. 22. 22 *H.* 6. 46. 1 *Rolls Abr.* 247. *Nu.* 6. Mes Juſtice *Blencow* fuit d'Opinion que le agard fuit void, pur ceo que *Templeman* ne fuit compellable en Equity d'accepter de 88 *l.* que appiert d'eſtre meins que ſon Debt: Et pur le Aſſignment del Debt de Def. a luy pur le Reſidue, nul Court de Equity voiloit compel luy d'accepter tiel Paper-Security en lieu d'Argent due a luy, eſpecialment ceo eſteant revocable al pleaſure de Def. Mes nient obſtant ceo Judgment fuit done per les auters Juſtices pur le Pl. car ils fueront de Opinion que un Court de Equity ferroit effectual tout ceo en le dit agard, pur que fuit aſcun beſoign de Equity. ***Levinz*** fuit Accounſel ove le Def. ***Lutwyche*** ove le Pl.

Nota, Que fuit dit per le Chief Juſtice, Que il ad report le Caſe de *Becket* & *Taylor* devant cite, 1 *Mod. Rep.* 9. & que le chief Reaſon del Reſolution en cet Caſe fuit, pur ceo que fuit remedy en Equity. Il auxi dit que il penſoit que le Omiſſion del noſme de ***Templeman*** en le Condition fuit forſque un Miſpriſion, pur le Reaſon devant done, *viz.* Per Reaſon de les Parols (*or either of them*) & pur ceo fuit grand Reaſon a ſupport l'agard, ſi fuit poſſible.

Duke de *Bolton* v. *Clarke*.

Cooke. Hill. 9 Gul. 3. Regis. Rot. 1884.

Ebor' ſſ. ANthonius Clarke nuper de Uſbourne magna in Com pred Gen alias dict Antonium Clarke de Ouſburn magna in eod Com Gen ſum fuit ad reſpondend prehonerabili Carolo Duci de Bolton de plito quod reddat ei mille & ſexcentas libras quas ei debet & injuſte detinet &c. Et unde idem Carolus Dux Bolton p Rogerum Bayne Attorn ſuum dic' q̃d cum p̃d Anthus decimo octavo die Septembr' anno Dni milleſimo ſexcenteſimo nonageſimo primo apud Ripon per quoddam ſcriptum ſuum obligator' conceſſiſſet ſe teneri eidem Duci in pred mille & ſexcentis libris ſolvend eidem Duci cum inde requiſit' fuiſſet pred tamen Anthus licet ſepius requiſit' predcas mille & ſexcentas libras eidem Duci nondum reddidit ſet ill' ei reddere contradixit & adhuc contradic' unde idem Dux dicit q̃d deteriorat' eſt & dampnum habet ad valenciam mille & quingentarum librarum Et inde pduc' ſectam &c. Et pfert hic in Cur' ſcriptum p̃d' q̃d debm pred in forma pred teſtatur cujus dat' eſt die & anno ſupradict' &c.

Debt ſur Obl' de 1600 l. dat. 18 Sept. 1691.

Et p̃d Anthus p Edrum Ridſdale Attorn ſuum ven & defend vim & injur' quando &c. Et petit auditum ſcripti pred & ei legitur &c. pet etiam auditum condicon ejuſdem ſcripti Et ei legitur in hec verba: The Condition of this Obligation is ſuch, That whereas the above-named *Charles* Lord Duke of *Bolton* hath by his Deed authoriſed and impowred the above-bounden *Peter Hamond* to collect, gather and receive all and ſingular his the ſaid Lord Duke his Feefarm-Rents, together with the Arrears thereof, yearly payable, due and to become due out of any Lands, Tenements or Hereditaments within the County of *York*, for his the ſaid Lord Duke his ſole uſe and behoof, and in default of Payment thereof, or of any part thereof, to levy or diſtrein for the ſame by ſuch Ways or means as the Laws require, to the uſe aforeſaid; If therefore the ſaid *Peter Hamond* ſhall well and truly account for and pay or cauſe to be paid to the ſaid Lord Duke of *Bolton*, his Executors, Adminiſtrators or Aſſigns, or his or their Order or Appointment, all and ſingular the ſaid Rents or Arrears of Rents which he, or any by his Order or Appointment ſhall actually receive as aforeſaid, by virtue of the Power aforeſaid, and further do and ſhall uſe his beſt Endeavour to receive, levy or diſtrein for all

Barr. Oyer del Condit' Que *P. H.* le Steward del Pl. accountera, & payera touts ſums collect per luy, des Rents del Pl.

all ſuch Rents which ſhall not be paid to him at the uſual Days or Places appointed by the ſaid *Peter Hamond* from time to time for his Receipt of them; and, *Laſtly*, do and ſhall within two Months after the End of every Year, during his ſaid Receipt and Collection of the ſaid Fee-Farms render a true Account in Writing to the ſaid Lord Duke, or his Aſſigns, of every ſeveral Rent aforeſaid not paid nor levied within the ſaid two Months by any of the ſaid Means ſo to be uſed by him, to the Intent he may be diſcharged of them, when it appears afterwards that he or his Aſſigns ſhall not recover them by the means aforeſaid, at any time after during his Truſt for the collecting of the ſaid Fee-Farms, that then this Obligation to be void and of none effect, or elſe the ſame to ſtand, remain and be in full force, power and virtue.

Plea de performance generallment.

Quibus lectis & auditis idem Anthus dic' q̄d p̄d Carolus Dux de Bolton accōnem ſuam p̄d inde v̄ſus ipm̄ Anthum habere non debet quia dic' q̄d p̄d Petrus Hamond in condicōne p̄d ſuperius mencōnat' bene & fidelit' obſervavit performavit perimplevit ſolvit & cuſtodivit omnia & ſingula convencōnes conceſſiones Articulos ꝓviſion' ſolucōnes condicōn & agreament' quecumq; in condicōn pred̄ ſuperius ſpecificat' ex parte p̄d Petri obſervand̄ performand' perimplend' ſolvend' ſive cuſtodiend' ſecdm̄ formam & effecm̄ condicōn' pred' Et hoc parat' eſt verificare unde pet' Judicm̄ ſi pred' Carolus Dux de Bolton accōnem ſuam p̄d' inde v̄ſus eum habere debeat &c.

Replicat. Que P. H. ad receive 7000 l. quel il n'ad pay, &c.

Et pred̄ Dux dic' q̄d ip̄e per aliqua preallegat' ab accōne ſua pred̄ verſus prefat' Anthum habend̄ precludi non debet Quia dic' q̄d primo die Decembr' anno Dnī milleſimo ſexcenteſimo nonageſimo ſexto p̄d Petrus in vita ſua virtute poteſtatis p̄d in condicōne pred̄ mencōnat' recepiſſet diverſas denar' ſummas de diverſis perſonis ꝓ reddit' pred̄ in condicōne pred̄ mencōnat' viz. apud Ripon pred̄ que quidm̄ ſepal' ſum̄ ſic ut prefert' recept' in toto ſe attingunt ad ſummam ſeptem mille librarum legalis monete Anglie Qdq; ip̄e prefat' Petrus non ſolvit p̄d Duci vel alicui aſſignat' ipſius Ducis vel ordini vel appunctuat' ipſius vel ipſorum p̄dict ſeptem millia librar̄ vel aliquam partem inde ſecundum formam & effectum condicōnis pred̄ ſed pred̄ ſumma ſeptem mille librarum adhuc totalit' inſolut' exiſtit Et hoc parat' eſt verificare unde petit Judicm̄ & debm̄ ſuum pred̄ unacum dampnis ſuis occōne debi illius ſibi adjudicari &c.

Rejoinder. Quod *bene & verum eſt* que P. H. ad receive 500 l.

Et pred̄ Anthus dic' q̄d bene & verum eſt q̄d p̄d Petrus in condicōne pred̄ ſuperius nominat' in vita ſua recepit diverſas denar' ſum̄as in toto ſe attingen̄ ad quingentas libras & non ultra de feodo firme reddit' p̄d & de arreragijs terrarum teñtorum & hereditament' p̄d in condicōne p̄dcā mencōnat' Et idem Anthus ulterius dic' q̄d p̄d Petrus in vita ſua poſtea

infra tempus p̃d in condic̃one p̃dc̃ in ea parte limitat' ſcilt p̃d pꝛimo die Decembr' anno Dni millimo ſexcenteſimo nonageſimo ſexto ſup̃dict' apud Ripon p̃d reddidit verum comp̃um in ſcriptis eidem Duci de denar' & reddit' p̃d ꝑ ipm ſic ut pꝛefertur recept' ſecdm foꝛmam & effecm condicon p̃d ac adtunc ſolvit eidem Duci tot' denar' ſum̃as ſcilt triginta libꝛas ſuper comp̃ illo accreſcen debit' aut ſolubil' de p̃fat' Petro in vita ſua videlt apud Ripon p̃d Et hoc parat' eſt verificare unde ut pꝛius pet' Judicm Et qd p̃d Dux ab acc̃one ſua p̃dc̃ ꝟſus eundm Antonium habend p̃cludatur &c. Demurrer, & Joinder en Demurrer.

Et dona Accouut de ceo, & paya tout que fuit due ſur le Account, viz. 30 l.

Deux Except' fueront priſe per le Counſel del Plaintiff.

1. Al Barr, que il ne fuit bone, quia le diſt Condition eſt en ſeveral parts de ceo en le disjunctive, & pur ceo general perform' n'eſt Plea, *Horne* & *Barbar*'s Caſe, *Cro. Car.* 421. *Lea* & *Luthelf*'s Caſe, 2 *Cro.* 550. *Oglethorp* & *Hide*'s Caſe, *Cro. Eliz.* 232. & 1 *Leon.* 311. *Co. Lit.* 303. *b.*

2. Un Except' fuit priſe al Rejoinder. Per le Replic' il eſt poſitivement alledge, que *Hamond* ad receive ſeveral ſums amountant al 7000 *l.* & le Def. rejoine; *Quod bene & verum eſt* que *Hamond* receive 500 *l.* & *non ultra*, & que il ad done un voier Account de ceo, que eſt nul reſpons a le charge en le Replicat' de le reſceipt de 7000 *l.* car le Replic' ne charge que *Hamond* n'ad receive forſque 500 *l.* Mes il duiſſoit aver plede per voy de poſitive Allegat' (& nemy per un *bene & verum eſt, &c.*) que *Hamond* ad receive 500 *l.* & done un voire account de ceo, *abſque hoc*, que il ad receive ſeveral ſums amount' al 7000 *l.* ou pluis que le dit 500 *l.* & de ceo Opinion fuit tout le Court, & Judgment pro Quer'. *Lutwyche* fuit Accounſel ove le Plaintiff.

Langdon

Langdon v. *Wallis.*

Cook. Hill. 9 W. 3. Regis. Rot. 632.

Debt pur Executor de *Jo. Hill* v. le Def. come Executrix.

Narr'. Que le Pl. come Executor, &c. ad Judgmt. en *C. B.* v. *J. Whittington* Executor de *J. Whittington* pur 180l. Debt, & 11l. 10s. pur Dam' en le Term de St. *Mich.* 2 W. & M.

Wilts ſſ. ANna Wallis nup de Trobridge in Com̄ p̃d' Uid' Executrix Teſtamenti Henrici Wallis Armig' nuper Uic' Com̄ Wilts p̃d' ſum̄ fuit ad reſpondend' Thome Langdon executori teſtamenti Johis Hill de plito q̃d reddat ei ducentas nonaginta & unam libras & decem ſolidos quos ei injuſte detinet &c. Et unde idem Thomas per Johem Stocker Attorn̄ ſuū dic' q̃d cum ip̄e idem Thomas p nomen Thome Langdon executoris teſtamenti Johis Hill nup in Cur' Dni Regis & nuper Dne Regine de Banco hic apud Weſtm̄ alias ſcilt Termino Sci Michis anno regni Dni Regis nunc & Dne nuper Regine ſecundo coram Henrico Pollexfen Mil' & Sociis ſuis tunc Juſtic' dci Dni Regis & Dne nuper Regine de Banco p̃d' p Cur' p̃d' recuperaſſet v̄ſus quendm̄ Johem Whittington nuper de Hullavington in Com̄ Wilts executorem teſtamenti Johis Whittington p nomen Johis Whittington nuper de Hullavington in Com̄ Wilts Gen̄ executoris teſtamenti Johis Whittington Ar' nuper dci Johis Whittington de Jvythorne in Com̄ Somerſett Armig' nup dic' Johis Whittington tam quoddam debum ducentarū & octoginta librarū quam undecim libras & decem ſolidos qui eidem Thome in ead' Cur̃ dci Dni Regis & nuper Dne Regine adjudicat' fuer̃ p dampnis ſuis que habuit occ̄one detenc̄onis debi ill' de bonis & catallis que fuer̃ p̃d' Johis Whittington in vita ſua in manibus pred' Johis Whittington executoris adminiſtrand' ſi tantū inde in manib' ſuis adminiſtrand' haberet & ſi non haberet tunc dampna pred' de bonis & catallis p̃d' Johis Whittington ppr̃ levand' put p recordū & pceſſum inde in ead' Cur̃ dci Dni Regis & nuper Dne Regine reſiden' plenius liquet & apparet p execuc̄one cujus quidem recupacon' talit' pceſs' fuit q̃d poſtea ſcilt Termino Paſche anno regni dci Dni Regis & nup Dne Regine tertio in ead' Cur̃ dci Dni Regis & nup Dne Regine de Banco apud Weſtm̄ p̃d' coram tunc Juſtic' dci Dni Regis & nup Dne Regine de Banco hic apud Weſtm̄ p̃d' conſ̃ fuit p eand' Cur' q̃d p̃d' Thomas habeat execuc̄onem verſus p̃fat' Johem Whittington executorem de debo & dampnis p̃d' de bonis & catallis ipſius Johis Whittington ppr̃ per ipſius Johis Whittington defalt' ſuper quo p obtenc̄one debi & dampnorum p̃d' v̄ſus p̃fat' Johem

En le Term de *Eaſter* 3 W. & M. Execut' Agard.

Johem Whittington talit' ꝑceſs' fuit q̄d poſtea ſcilt duodecimo die Junij anno regni dci Dni Regis & nuꝑ Dne Regine tertio ſupdict' ipe idem Thomas ꝓſecut' fuit extra dict' Cur̄ dci Dni Regis & nuꝑ Dne Regine de Banco hic quoddm̄ bre dci Dni Regis & nuꝑ Dne Regine de capias ad ſatisfaciend' verſus prefat' Johem Whittington ꝓ debo & dampnis p̄d' adtunc Vic' Com̄ Wilts p̄d' direct̄ ꝑ q̄d quidem bre iidem Dnus̄ Rex & nuꝑ Dna Regina Vic' Com Wilts p̄d p̄ceperunt q̄d caperet p̄d Joh Whitington nuꝑ de Hullavington in Com ſuo Gen executorem teſti Joh Whittington Ar' nuꝑ dci Joh Whittington de Jvythorne in Com Somerſett Ar' nuꝑ dci Joh Whittington ſi invent' fuit in Ballia ſua & eum ſalvo cuſtod' ita q̄d heret corpus ejus corā Juſtic' dci Dni Regis & nuꝑ Dne Regine apud Weſtm in Craſtino Animaru extunc ꝓx' ſequen ad ſatisfaciend Thome Langdon executori teſti Johis Hill tam de quodam debo ducentarum & octoginta librarum quod idem Thomas in Cur' dict' Dni Regis & nuper Dne Regine coram Juſtic' dci Dni Regis & nuper Dne Regine apud Weſtm hic recuperavit verſus eum quam de undecim libr' & decem ſolid qui eid Thome in ead' Cur' dci Dni Regis & nuꝑ Dne Regine adjudicat' fuer' ꝑ dampnis ſuis que habuit occone detenconis debi illius unde convict' eſt Et quod haberet ibi bre illud q̄d quidem Bre poſtea & ante retorn ejuſd' ſcilt primo die Julij anno regni dci Dni Regis & nuper Dne Regine tertio ſupdict' apud Wilton p̄d' in Com Wilts p̄d' ipe idem Thomas Henr' Wallis Ar' adtunc Vic' Com Wilts p̄d' exiſten deliberavit in forma juris exequend' virtute cujus quidm bris ipe p̄d' Henricus Wallis Vic' Com p̄d' p̄fat' exiſten poſtea ſcilt viceſimo primo die Julij anno regni dci Dni Regis & Dne nuꝑ Regine tertio ſupdicto apud Wilton' pred' corpus pred' Johis Whittington cepit & arreſtavit & ipm Johem in cuſtodia ſua adtunc & ibm habuit & detinuit p̄dcꝫ Johe Whittington virtute bris p̄d' ſub cuſtodia p̄d Henr' Wallis Vic' Com p̄d' ut p̄fertur exiſten' idem Johes Whittington poſtea ſcilt eodem viceſimo primo die Julij anno regni dci Dni Regis & nuꝑ Dne Regine tertio ſupradict' apud Wilton p̄d' ſolvit p̄fat' Henrico Wallis (Vic' Com p̄d' exiſten') ducentas nonaginta & unam libras & decem ſolidos in bri p̄d' ſpecificat' ad ſatisfaciend' p̄fat' Thome Langdon executori teſti Johis Hill tam de p̄dc̄o debo ducentarum & octogint' librarum quod idem Thomas in Cur̄ dci Dni Regis & nuꝑ Dne Regine apud Weſtm hic recuperavit verſus eum quam pred' undecim libr' & decem ſolid' qui eid' Thome in ead' Cur̄ dci Dni Regis & nuper Dne Regine adjudicat' fuer̄ ꝓ dampnis ſuis que habuit occone detenconis debi ill' unde idem

12 Junij 3 W. & M. un *Ca. Sa.* fuit ꝓſecute.

Ret' *Craſtin'* *Animar.*

1 Julij 3 W. & M. le *Ca. Sa.* deliver al *Hen. Wallis* donc Vic' &c.

21 Julij *Jo. Whittington* priſe en execut'.

21 Julij, &c. le Argent recov' fuit pay al decedent *Wallis.*

Per quod Actio, &c.

Johes convict' fuit per quod accõ accrevit eid' Thome ad exigend' & habend' de p̄d' Henrico Wallis in vita ſua p̄d' ducentas nonagint' & unam libꝛas & decem ſolid' p̄d' tamen Henricus in vita ſua ac p̄d' Anna poſt moꝛtem p̄d' Henrici licet ſepius requiſit' pꝛed' ducentas nonagint' & unam libꝛas & decem ſolid' eidem Thome non reddider' nec eoꝝ alter reddidit ſet ill' ei reddere contradixer' & p̄d' Anna ill' ei reddere contradic' & injuſte detinet unde dic' q̄d deterioꝛat' eſt & dampnum habet ad valenciam centum libꝛarum Et inde pꝛoduc' ſectam &c.

Barr. Per *Non detinet*, & Iſſue ſur ceo.

Et p̄d' Anna per Nathanielem Ryder Attoꝛn' ſuū ven' & defend' vim & injur' quando &c. Et dic' q̄d ipa non detinet a p̄fat' Thoma p̄d' ducent' & nonagint' & unam libꝛas & decem ſolid' nec aliquem inde denar' in foꝛma qua p̄d' Thomas ſupius v̄ſus eam narravit Et de hoc pon' ſe ſuper pꝛiam Et p̄d' Thomas ſilit' Jō p̄cept' eſt Vic' q̄d Venire fac' hic in Octabis Purificacōnis btē Marie duodecim &c. ꝑ quos &c. Et qui nec &c. ad recogn' &c. quia tam &c.

Le *Poſtea*.

Ad quem diem Jurā inter partes pꝛedict' de pꝛedicto placito poſit' fuit inde inter eas in reſpectū hicuſq; ad hunc diem ſcilt a die Paſche in quindecim dies tunc px' ſequen' niſi Juſtic' Dnī Regis ad Aſſizas in Com̄ pꝛedict' capiend' aſſign' ꝑ foꝛmam Statuti &c. die Sabbati decimo nono die Marcij px' pꝛeterit' apud Novam Sarum in Com̄ pꝛed' pꝛius ven' Et modo hic ad hunc diem ven' tam pꝛedict' Thomas Langdon quam pꝛed' Anna ꝑ Attoꝛn' ſuos pꝛed' Et p̄fat' Juſtic' ad Aſſizas coram &c. miſ' hic recoꝛdū ſuū in hec verba Poſtea die & loco infracontent' coꝛam Johe Holt Mil' capital' Juſtic' Dnī Regis ad plita coꝛam ipō Rege tenend' aſſign' & Johe Blencow Mil' uno Juſtic' dcī Dnī Regis de Banco Juſtic' ejuſdem Dñi Regis ad aſſizas in Com̄ Wilts capiend' aſſign̄ per foꝛmam Statut' &c. ven̄ tam infranominat' Thomas Langdon quam infraſcript' Anna Wallis ꝑ Attoꝛn̄ ſuos infracontent' Et Jur' Jur̄e unde infra fit mencō exact' quidam coꝛum videlt Phus Pooꝛe Jonathan Hill Robtus Barker Ricus Long Thomas Goddard Edꝛus Topp Jacobus Linch Thomas Smith Robtus Jenkins & Thomas Bennet ven̄ & in Jur' ill' Jurat' exiſtunt Et quia reſid' Jur' ejuſd' Jur̄e non comperuer' Jō alij de circumſtantib' per Vic' Com̄ pꝛed' ad hoc elect' ad requiſicōn̄ p̄d' Thome Langdon ac per mandat' Juſtic' p̄d' de novo apponuntur quoꝝ nomina panello infraſcript' affilantur ſecdm̄ foꝛmam Statut' in hmoi caſu nuper edit' & ꝓviſ' ac Jur' ſic de novo appoſit' videlt Johes Long & Noah Web ſilit' venerunt qui ad veritatem de infracontent' ſimulcum al' Jur' pꝛed' pꝛius ad hoc impanellat' & jurat' dicend' elect' triat' & jurat' dicunt ſup ſacrm̄ ſuū q̄d infra-

Tales agard.

Spec' Verd' Per que le dit Judgmt. eſt trove.

nominat̃ Thomas Langdon ꝑ nomen Thome Langdon executoꝛis teſtamenti Johis Hill nuꝑ in Cur' Dnĩ Regis & nuper Dnẽ Regine de Banco hic apud Weſtm' al's ſcilt Termino Sc̃i Michaelis anno regni Dnĩ Regis nunc & nuꝑ Dnẽ Regine ſecundo coꝛam Henrico Pollexfen Mil' & ſocijs ſuis tunc Juſtic' dc̃i Dnĩ Regis & Dnẽ nuper Regine de Banco p̃d per Judicm' Cur' p̃d' recuperaſſet verſus nuper infranominat̃ Johem Whittington debm & dampna infraſpec' modo & foꝛma ꝓut p̃d Thomas Langdon interius narravit taliterq; in ead̃ Cur' ꝓceſſum fuit q̃d p̃d Thomas ꝑ conſideraconem ejuſd̃ Cur' haberet execuconem verſus p̃fat̃ Johem Whittington de debo & dampnis inframenconat̃ ꝓut interius declarat̃ eſt quodq; pꝛo obtencone debi & dampnoꝝ p̃d verſus p̃fat̃ Johem Whittington Talit' etiam in ead̃ Cur' ꝓceſſum fuit q̃d duodecimo die Junij anno tertio ſup̃dict̃ p̃d Thomas ꝓſecut̃ fuit extra Cur' dc̃i Dnĩ Regis & nuꝑ Dnẽ Regine de Banco hic quoddam bꝛẽ dc̃i Dñi Regis & nuꝑ Dnẽ Regine de capias ad ſatisfaciend̃ ꝓ debo & dampnis p̃d adtunc Vic' Com' Wilts direct̃ ꝑ q̃d quidem bꝛẽ ijdem Dnus̃ Rex & nuꝑ Dna Regina Vic' Com' Wilts pꝛed̃ p̃ceperunt q̃d caperet p̃d Johem Whittington nuꝑ de Hullavington in Com' ſuo Gen̄ executoꝛem teſtamenti Johis Whittington Ar' nuꝑ dict' Johis Whittington de Ivythoꝛne in Com' Somerſet Ar' nuꝑ dict̃ Jo. Whittington ſi invent̃ fuit in Ball'ia ſua & eum ſalvo cuſtod̃ ita q̃d haberet coꝛpus ejus coꝛam Juſtic' dc̃i Dñi Regis & nuꝑ Dnẽ Regine apud Weſtm' in Craſtino animarum extunc ꝓx' ſequen' ad ſatisfaciend̃ Thome Langdon executoꝛi teſtamenti Johis Hill tam de quodam debo ducentaꝝ & octogint̃ libꝛaꝝ q̃d idem Thomas in Cur' Dñi Regis & nuper Dnẽ Regine coꝛam Juſtic' dc̃i Dñi Regis & nuꝑ Dnẽ Regine apud Weſtm' hic recuperavit v̾ſus eum quam de undecim libꝛis & decem ſolid̃ qui eidem Thome in eadem Cur' dc̃i Dñi Regis & nuꝑ Dñe Regine adjudicat' fuer̃ ꝓ dampnis ſuis que habuit occone detenconis debi illius unde convict̃ eſt Et q̃d haberet ibi bꝛeve illud q̃d quidem bꝛeve poſtea & ante retoꝛn̄ ejuſd' ſcil't infraſcript' pꝛimo die Julij anno regni dicti Domini Regis & nuper Domine Regine tertio apud Wilton in Com' Wilts ip̃e idem Thomas Henr̃ Wallis Ar' adtunc Vic' Com' Wilts p̃d exiſten̄ deliberavit in foꝛma juris exequend' ſuper quo poſtea & ante retoꝛn̄ bꝛis̃ p̃d ſcil't viceſimo pꝛimo die Julij anno tertio ſup̃dict' quidm' Robtus Conſtable Gen' Subvic' p̃d Henr̃ Wallis Ar' Vic' Com' Wilts p̃d exiſten' fec' Warrantum ſuũ in nomine Henrici Wallis Ar' Vic' Com' Wilts p̃d exiſten̄ & ſub ſigillo officij ſui Vic' quibuſdm' Olivero Harman Thome Fowler Johi Doggett & Rico Lott Ballivis ejuſdm

Et le Agard de Execut.

Et le ꝓſecut' de le *Ca. Sa.*

Et le delivery de ceo al dit Vic'.

Que 21 Jul. 3 W. & M. un *R. Conſtable* Subvic' al dit *Wallis* fiſt un Garrant al certain Bailiffs a prender le dit *W.*

Vic' direct' ꝑ quod quidem warrant' ip̃e idem Vic' p̃fat' Olivero Thome Johi & Ric̃o virtute b̃ris Dñi & Dñe Regis & Regine eidem Vic' direct' eis & eoꝝ cuilibet conjunctim & diviſim mand' qd̃ caperet ſeu &c. Johem Whittington nuꝑ de Hullavington in Com̃ p̃d Gen̄ executorem teſtamenti Johis Whittington Ar' ſi invent' fuerit in Balliva ipſius Vic' & eum ſalvo cuſtod' ita qd' idem Vic' haberet corpus ejus coram Juſtic' dc̃i Dñi & Dñe Regis & Regine apud Weſtm̃ in Craſtino Animaꝝ ad ſatisfaciend' Thome Langdon exec' teſtamenti Johis Hill tam de quodam debo ducentaꝝ & octogint' libraꝝ quod idem Thomas in Cur' dc̃i Dñi & Dñe Regis & Regine coram Juſtic' dc̃i Dñi & Dñe Regis & Regine apud Weſtm̃ recuperavit verſus p̃fat' Johem executorem quam de undecim libris & decem ſolid' qui eid' Thome in ead' Cur' adjudicat' fuer' ꝓ dampnis ſuis que habuit occ̃one detenc̃onis debi illius unde convict' eſt ꝓut conſtabat de recordo virtute cujus quidem warrant' p̃d' Oliverus Harman Tho. Fowler Ric̃us Lott Ballivi ipſius Henr' Wallis Vic' Com̃ Wilts p̃d' exiſten̄ poſtea & ante retorn' b̃ris p̃d ſcilt viceſimo ſecundo die Julij anno tertio ſup̃dict' apud Wilton in Com Wilts p̃d corpus p̃d Johis Whittington Gen ceper' & arreſtaver' & ipm ſub cuſtodia ſua adtunc & ibm habuer' & detinuer' ipſoq; Johe Whittington ſub cuſtodia ballivoꝝ p̃d ſic ut p̃fertur exiſten ip̃e idem Johes poſtea ſcilt eodem viceſimo ſecundo die Julij anno tertio ſup̃dict' apud Wilton p̃d aſſignavit pred' Robto Conſtable tot' reſid cujuſd longi termini annoꝝ adtunc & adhuc ventur' de & in quibuſdm terris & ten̄tis que ante tunc conceſs' fuiſſent eid Johi Whittington ꝑ viam mortgagij que quidem aſſignacõ ꝑ eund Johem Whittington p̃d Robto Conſtable ſic ut p̃fertur fact' fuit fact' ꝓ ſecuritate ſoluc̃onis p̃d ducentaꝝ nonagint' & un libraꝝ & decem ſolidoꝝ in b̃ri de Capias ad ſatisfaciend p̃d menc̃onat' eid Robto Conſtable ad certum diem tunc futur' ac ſupinde p̃d Johes Whittington extra cuſtodiã p̃d penitus libat' & ad largum poſit' fuit & de p̃d execuc̃one exonerat' fuit ꝑ p̃d Robtum Conſtable quodq; poſtea & poſt quam p̃fatus Henricus Wallis ab officio ſuo p̃d Vic' Com Wilts p̃dict' penitus amot' fuiſſet p̃d Johes Whittington ſolvit p̃fat' Robto Conſtable p̃d ducentas nonagint' & un libr' & decem ſolid ꝑ aſſignac̃onem ſup̃dict' ſic ut p̃fertur ſecurat' ac ſupinde p̃d' Robtus Conſtable reaſſignavit p̃fat' Johi Whittington tot' reſid' dc̃i longi termini annoꝝ de & in omnibꝰ & ſingulis terris & tenementis ſup̃dict' & aſſignac̃onem p̃d' ſibi ut p̃fertur fact' penitus vacavit ſed utrm ſuꝑ tot' materia p̃d' ꝑ Jur' p̃d' in forma pred' compert' infranominat' Anna Wallis detinet infranominat' Tho. Langdon inframenc̃onat' ducent' nonagint' & un libr'

...

Que *W.* fuit arreſt ſur ceo 22 Jul. 3 W. & M.

Que W. aſſigne un Mortgage al Subvic' pur Security de payment del dit Debt, &c.

Et ſur ceo *W.* fait miſe a large.

Que apres le dit Vic' *Wallis* fuit amove de ſon Office *W.* paya al dit Subvic' le dit Argent recover, & le Subvic' reaſſigne al *W.*

libr̃ & decem ſolid' necne iidem Jur̃ penitus ignorant & pet̃ adviſament &c. Et conſideracom Juſtic' & Cur̃ hic &c. Et ſi ſup tota materia p̃d' p Jur̃ p̃d' in forma pred' compert videbitur Juſtic' & Cur̃ hic quod infranominat Anna detinet ab infraſcript Thoma inframencõnat ducentas nonagint & unam libras & decem ſolidos put ipſe interius verſus eam narravit tunc iidem Jur̃ dic' ſuper ſacrm ſuum q̃d infranominat Anna detinet ab infraſcript Thoma inframencõnat ducentas nonaginta & unum libr̃ & decem ſolid' in forma qua predict Thomas interius verſus eam narravit & aſſidunt dampna ipſius Thome Langdon occõne detencõnis eorundem ducentar nonaginta unius librar & decem ſolid' ultra miſ̃ & cuſtag' ſua per ipſam circa ſectam ſuam in hac parte appoſit ad duos denar' Et p miſ̃ & cuſtag' ill' ad quadragint ſolid' ſed ſi videbitur Juſtic' & Cur' hic qd' infranominat Anna non detinet ab infraſcript Thoma inframencõnat ducent nonagint & un libr' & decem ſolid' put ipſa pred' Anna interius allegavit tunc iidem Jur' dic̃ ſup ſacrm ſuum pred' qd' infranominat Anna non detinet ab infraſcript Thoma infranominat ducent nonagint & un̄ libr' & decem ſolid' nec aliquem inde denar' put ead' Anna interius allegavit Et quia Juſtic̃ hic ſe adviſare volunt de & ſup premiſs' priuſqm Judicm inde reddant dies dat eſt partibus pred' hicuſq; de audiendo inde Judicio ſuo eo qd' iidem Juſtic̃ hic inde nondum &c.

Et ſi ſuper tota materia &c.

APres deux ſeveral Arguments en ceſt Caſe, Judgment per l'Opinion de tout le Court, fuit done pur le Defendant: Et le main Reaſon de ceo fuit, pur ceo que le metter a large de le Priſoner en Execution per le Southvic' ſur le dit Security done a luy per voy de Mortgage fuit un Eſcape en le Alt-vic'. Et a prover ceo, fuit dit per le Counſel del Def. Que le Vic' n'ad aſcun Authority per le Brief de *Ca. Sa.* a prender ceſt Mortgage, & ſur ceo a diſcharger le Priſoner, donq; ceo fuit un Eſcape. Le Brief ne done a luy aſcun tiel Authority; mes require le contrary, car le Brief eſt *quod Capias* le Pl. & *eum ſalvo cuſtodias, ita quod habeas corpus ejus coram Juſtic'* tiel Jour *ad ſatisfaciend'* le Pl.

Et ſi le Vic' ad purſue ſon Authority, donque il purroit aver return tiel matter en excuſe de luy pur non ayant le Corps a jour de ret' del Briefe. Mes tiel ret' ne fuit unques view ou oye. Et ſans doubt ſi le Pl. en le Original Action ad port ſon Action vers le Vic' pur un Eſcape devant le Payment del Argent

al ſon Southvic', que le priſance del Mortgage per luy n'ad eſtre pleadable en Barr de ceſt Action.

Si le Pl. en le Original Action ad ſue hors un novel *Ca. Sa.* & ſur ceo le Defendant ad eſtre priſe, il n'averoit aſcun remedy encounter ceo, & per conſequence la fuit un eſcape; car ſi fuit legalment diſcharge, ſans Queſtion il puiſſoit aver relief per *Audita Querela*; & le Caſe de *Stringar*, 3 *Cro.* 404. fuit cite, lou eſt tenus per *Fenner* & *Popham*, que ſi Vic' ſur un *Ca. ſa.* receive l'Argent, uncore il ne poit diſcharge le Priſoner hors d'Execut'. Mes *Gawdy* & *Clench* fuer' de contrary Opinion, que ſemble d'eſtre foundue ſur les livers de 13 *H.* 7. 16 & 21 *H.* 7. 23. que fueront cite per eux. Mes jeo ne poy trover aſcun choſe en ceux livers tendant al ceo matter. Et l'Opinion de *Danby* en 33 *H.* 6. 48. eſt auxi la cite per eux, lou il dit que le priſant del Corps en Execut' n'eſt aſcun ſatisfact' al Plaintiff, mes s'il voile ſatisfie, donc n'eſt reaſon que il ſerroit impriſon per le Briefe; Le quel poiet bien eſtre intend que s'il ſatisfie le Plaintiff en l'Action devant l'arreſt, que donc ne ſerroit reaſonable d'arreſt luy.

Et ſi fuit iſſint que fuit un foits un Action pur un Eſcape veſt en le Pl. que eſt foundue *ex maleficio*, ceo ne unques poiet eſtre convert al un Action de Debt, que eſt foundue ſur Contract, mes forſque ſolement per le Power d'un Act de Parliament; Et pur ceo l'Action de Debt pur un Eſcape d'un hors de Execut' eſt done per le Stat. de *R.* le ſecond.

Ad eſtre object, Que le payment del Argent al le Southvic' fuit Payment en Ley al Altvic'. Mes al ceo fuit reſpond', Que ceo ne poit eſtre; car ceo fuit fait quand ils ambideux fueront hors de Office, & quand ne fuit aſcun relation ou concern enter eux & donc fuit tout un come ſi ad eſtre pay al un mere eſtranger, & ſi ad eſtre receive durant le continuance en lour Offices, uncore pur les reaſons devant render, le Southvic' n'ad aſcun Authority a diſcharger le Priſoner.

Et quant al Caſe de *Speake* & *Richards*, *Hob.* 206. que ad eſtre object per l'auter part, fuit dit, que ceo Caſe ne fuit d'eſtre compare al caſe icy: car en ceo caſe le Vic' ad Authority per ſon Brief a receiver l'Argent; car le Brief eſt, *quod fieri fac' denar' de bonis & catallis*, &c. Et en ceſt Caſe per receipt del Argent per le Vic' le Defendant eſt legalment diſcharge, & il poit pleade ceo, & le Action eſt transferre de le Def. al Vic'. Et ceo eſt le main reaſon done en *Speake* & *Richards* Caſe, & en *Perkinſon* & *Gifford*'s Caſe, *Cro. Car.* 539. Mes en le Caſe icy, *eo inſtanti* que le Priſoner fuit miſe a large, un Action de Debt pur l'Eſcape fuit veſt en le Pl. que ne fuit nec puiſſoit eſtre diveſt per aſcun ſubſequent Act ſans ſon conſent.

Et quant al ceo que fuit dit d'auter part, que ſi un Executor priſt un Obligat' de Debtor al ſon Teſtat' en ſatisfact' del Debt, que ceo eſt bone diſcharge del primer Debt, & que per meſme Reaſon ſerroit iſſint en le Caſe icy. Al ceo fuit reſpond per le Counſel del Def. que les Caſes ne ſont ſemblable; car en le primer Caſe le Executor, per virtue de ſon Executorſhip, ad un Intereſt en le Debt, & puiſſoit aver Releaſe & Diſcharge le Debt ſans Satisfaction. Mes en le Caſe icy le Vic' n'ad aſcun Authority a prender Security pur le Debt del Pl.

Et le Ley require des Viſcounts un ſtrict Execution & Obſervance del Briefs le Roy al eux direct: Et pur ceo eſt adjudge en *Waller* & *Weedale*'s Caſe, *Noy* 107. que ſi un Vic' levye biens ſur un *Fieri Facias*, & apres pay le Pl. ove ſon proper Argent, uncore il ne poit detein les biens al ſon proper uſe, quia ſon Authority eſt a vender les biens: Et pur meſme le Reaſon avoit auxi eſtre adjudge, que un Vic' ne poit deliver les biens per luy priſe en Execut' ſur un *Fi. fa.* al Pl. en Satisfaction de ſon Debt, 3 *Cro.* 504. *Thompſon* & *Clerk*'s Caſe 2 *Ven.* 93. *Bealy* and *Sampſon*'s Caſe. Del part de Def. ceux Caſes fueront cite, 3 *Cro.* 208. *Rooke* & *Wilmot*'s Caſe, 2 *Mod. Rep.* 214. *Taylor* & *Baker*'s Caſe, 2 *Cro.* 514. *Sly* & *Finch*'s Caſe, 2 *Cro.* 73. *Ayre* v. *Ayden* En quel Caſe come eſt report per *Cro.* eſt reſolve que Vic' apres que il eſt hors de Office poit vender biens per Virtue d'un *Fieri Fac.* Mes ceo caſe eſt report en *Tel.* 44 al *contra.* Et le Caſe come eſt report en *Cro.* fuit deny d'eſtre Ley per le Chief Juſtice & Juſtice *Powell.* Mults auters Caſes fueront cite queux ne fueront directment al point del Caſe icy, & pur ceo jeo eux omit. *Gould* Serjeant le Roy & *Birch* fueront Accounſel ove le Pl. & *Wright* Serjeant le Roy & *Lutwyche* ove le Defendant.

Keating v. *Iriſh.*

Cooke. Paſch 9 W. 3. Regis. Rot. 366.

Ebor' ſſ. WIllielmus Iriſh nuper de Worſbrough in Com pred' Yeoman alias dict Willi'm Iriſh de Worſbrough in Com Ebor Yeoman ſum fuit ad reſpondend' Galfrido Keating Geñ de plito q̄d reddat ei quadraginta libras quas ei debet & injuſte detinet &c. Et unde idem Galfridus p Henr' Wood Attorñ ſuu dic̄ q̄d cum predcus̄ Willus̄ decimo ſeptimo die Septembris anno Dñi millimo ſexcenteſimo nonageſimo quinto apud Worſbrough predict in Com pred' per quoddm ſcriptu ſuu obligatoriu conceſſiſſet ſe teneri & firmit obligari prefat Galfrō in pred' quadraginta libris ſolvend' eid' Galfr' cum inde poſtea requiſit eſſet pred' tamen Willus licet ſepius requiſit pred quadraginta libras eidem Galfrō nondu reddidit ſed ill' ei hucuſq; reddere omnino contradixit Et adhuc contradic̄ unde dic' q̄d deteriorat eſt & dampnu habet ad valenciam quadraginta librar. Et inde produc̄ ſectam &c. Et profert hic in Cur' ſcriptu pred' q̄d' debm predcm in forma predca teſtatur cujus dat eſt eiſdem die & anno ſupradict &c.

Narr'. Sur Obl' dat' 17 Sept. 1695.

Barr.

Et pred' Willus Iriſh p Henr' Carrington Attorn' ſuu ven' & defend' vim & injur' quando &c. Et pet audit ſcripti pred' & ei legitur in hec verba: The Condition of this Obligation is ſuch, That if the above-bounden *William Iriſh*, his Executors, Adminiſtrators and Aſſigns, do and ſhall from time to time and at all times hereafter, during the Term of his being Tenant to the above-named *Jeffery Keating*, give due notice to the above-named *Jeffery Keating*, his Executors, Adminiſtrators and Aſſigns or Agents of all and all manner of Action or Actions, Declaration or Declarations, or other Proceedings or Suit whatſoever, which ſhall or may be delivered to him, or to any other to his Privity or Knowledge, for the Recovery of all or any the Lands or Tenements now in the Poſſeſſion of the ſaid *William Iriſh*, within the Manner or reputed Manner of *Rockley*, to the End the ſaid *Jeffery Keating* may make his Defence thereto, and do and ſhall continue a true Tenant to the ſaid *Jeffery*, and duly pay him the reſerved Rent for the Premiſſes he holds, with the Arrears (if any ſhall be) and do not nor ſhall not attorn Tenant to any other Perſon or Perſons, without the Conſent of the ſaid *Jeffery Keating*, his Executors, Adminiſtrators or Aſſigns, nor ſuffer any Judgment or Judgments in Ejectment for the

Le Condit'

the ſaid Lands, Premiſſes, or any part thereof, to paſs by default, nor do or ſuffer any Act, Matter or Thing whereby the ſame may be encumbred, or the ſaid *Jeffery*'s Title or Poſſeſſion defeated, or diſturbed, and do and ſhall upon reaſonable requeſt yield up and deliver to the ſaid *Jeffery Keating*, his Executors, Adminiſtrators or Aſſigns, peaceable Poſſeſſion of all ſuch Lands, Tenements and Premiſſes as he now holds or hereafter ſhall hold within the ſaid Manner or reputed Manner of *Rockley*, and in the mean time ſhall uſe his beſt Endeavours to preſerve the Woods he holds, That then this Bond to be void, otherwiſe to be in force. Quib⁹ lectis & audit idem Will'us dic̃ q̃d pred' Galfrus acc̃onem ſuam pred' v͛ſus eum habere non debet Quia dic̃ q̃d ip̃e idem Will'us poſt confecc̃onem ſcripti pred' Et ante diem impetrac̃on̄ b͛ris original' pred' Galfr' ſcil't a tempore confeccon̄ ſcripti pred' uſq; feſtum diem Purificac̃onis b̄te Marie Virginis vocat Candlemas-day anno Dñi millimo ſexcenteſimo nonageſimo quinto fuit tenens pred' Galfr' ad voluntat tam ipſius Galfr' quam ejuſdem Willi p̲ quibuſdam clauſis vocat le Loughlands, le Bird-banck, le Whinney-piece, le Old Park & le Smithy-wood jacen̄ & exiſten̄ in Worſbrough pred' infra pred' maner' ſive reput maner' de Rockley in condic̃on̄ pred' menc̃onat ſub reddit undecim librarum p̲ annu ſolubil' ad feſtum Sci Martini Epi in hyeme & feſtum Pentecoſt p̲ equales porc̃ones Qdq; quinque libre & decem ſolidi de reddit pred' p̲ dimid' unius anni finiend' ad feſtu Purificacon' b̄te Marie Virginis vocat Candlemas-day anno Dni millimo ſexcenteſimo nonageſimo quinto ſupradict ad feſtu Sci Martini Epi in hyeme eodem anno pred' Galfr' aretro fuer' & ſolubil' & ſic aretro exiſten̄ Idem Will'us adtunc ad pred' feſtum Sci Martini Epi in hyeme in & ſuper premiſſa pred' apud Worſbrough pred' parat fuit ad ſolvend' p̃d' Galfr' pred' reddit quinque lib̃ & decem ſolid' ſic aretro exiſten' Qdq; p̃d Galfrus vel aliquis al' ex parte ſua adtunc non fuer' ibm reddit ill' recipe vel demandare Et idem Willus ulterius dic̃ q̃d poſtea & ante diem impetrac̃on̄ b͛is originalis ipſ Galfri ſcilt ſecundo die Aprilis anno Dni millimo ſexcenteſimo nonageſimo ſexto ip̃e idem Willus apud Worſbrough pred' ad pred' quinque libras & decem ſolid' pred' Galfr' ſolvend' optulit quoſquidem quinque libras & decem ſolidos pred' Galfrus de eodem Will'o recipere adtunc & ibm recuſavit quodq; ip̃e idem Will'us pred' quinque libras & decem ſolid' eidem Galfrõ ſolvere ſemper abinde parat fuit & adhuc parat exiſtit Et ill' hic in Cur' p̲fert parat prefat Galfrõ ſolvend', ſi ill' acceptare voluerit Et idem Willus ulterius dic̃ q̃d antequam al' ulterior reddit p̲ clauſis pred' debit devenit ſcil't ad pred' feſtu diem Purificac̃onis b̄te Marie

Plea de performans de ſeveral parts del Condition Particularment & de general performans del reſidue.

Marie Virginis vocat̄ Candlemas-day pred' Galfrus̄ in & ſuper clauſa predcā intravit & voluntatem ſuam pred' inde ibm determinavit q̄d ipē idem Will'us predcā clauſa ulterius non occuparet Et idem Will'us ulterius dic' q̄d ipē ad aliquod tempus poſt confeccōnem ſcripti p̄d̄ & ante pred̄ determinacōn voluntat̄ ipſ̄ Galfri q̄d ipſe idem Will'us p̄miſſa predcā ulterius non occuparet non attornavit ten̄ p̄miſſ' ſeu alicujus partis inde alicui perſone vel aliquib9 perſonis cuicunq; vel quib9cunq; ſine conſenſu pred̄ Galfri nec infra tempus predcm̄ ꝑmiſit aliquod Judicm̄ ſeu aliqua Judicā aliquo pl̄ito tranſgr' & ejeccōn firme ꝓ pred̄ premiſſ' vel aliqua parte inde reddi Anglice to paſs ꝑ defalt̄ neque infra tempus pred' fecit aut ꝑmiſit aliqua acta materiam ſive rem ꝑ quod vel ꝑ que eadem premiſſ' incumbrat̄ eſſent vel titulū aut poſſeſſio pred̄ Galfri inde invalidat̄ Anglice defeated vel diſturbat̄ Nōcq; ipſe idem Will'us infra tempus predcm̄ performavit omnia & ſingula al' condicōn agreament̄ res & materias quecunq; in condicōn pred̄ ſuperius ſpecificat̄ ex parte ſua performand̄ ſecdm̄ vim formam & effecm̄ condicōn ill' videlt apud Worſbrough p̄d̄ Et hoc parat̄ eſt verificare unde pet̄ Judm̄ ſi predcus̄ Galfrus̄ accōnem ſuam predcam̄ verſus eum habere debeat &c.

Demurrer Special.

Et pred̄ Galfrus̄ dic' q̄d pred̄ pl̄itū pred̄ Willi ſuperius in barram placitat̄ ac materia in eodem content̄ min9 ſufficien̄ in lege exiſtunt ad ipm̄ Galfrū ab accōne ſua predcā verſus prefat̄ Willum̄ habend̄ precludend̄ Nōcq; ipē ad placitū illud modo & forma p̄d' placitat̄ neceſſe non habet nec ꝑ legem terre tenetur reſpondere Et hoc parat̄ eſt verificare unde ꝓ defectu ſufficien̄ placiti pred' Willi in hac parte idem Galfrus̄ pet̄ Judm̄ & debm̄ ſuū p̄dcm̄ unacum dampnis ſuis occōne detencōnis debi illius ſibi adjudicari &c. Et ꝓ cauſa hujus moracōnis in lege idem Galfrus̄ oſtendit Cur̄ hic & dic' qd' placitū p̄d' eſt in ſe repugnans incertū & dubiū & non reſpondet ad ſeꝑalia particulat̄ in condicōne p̄dcā ſpecificat̄ Ac pars inde eſt negativa p̄gnans.

Cauſes de Demurrer.

Et p̄d' Willus̄ ex quo ipē ſufficien' materiam in lege ad p̄d' Galfrm̄ ab accōne ſua predcā verſus ipm̄ Will'm habend' precludend' ſuperius allegavit quam ipē parat̄ eſt verificare quam quidem materiam pred' Galfrus̄ non dedic' nec ad eam aliqualit̄ reſpondit ſed verificacōnem illam admittere omnino recuſat ꝑut prius pet̄ Judm̄ Et qd' p̄d' Galfrus̄ ab accōne ſua predcā habend' precludatur &c. Et quia Juſtic' hic ſe adviſare volunt de & ſuper premiſſis priuſquam Judm̄ inde reddant dies dat̄ eſt partib9 pred' hic uſq; in Craſtino Aſcencōnis Dn̄i de audiendo inde Judicio ſuo eo qd' ijdem Juſtic' hic inde nondum &c.

Joinder en Demurrer.

CEux Except' fueront priſe al ceſt Plea.

1. Que per le Condit' le Def. fuit a don' notice al Pl. de touts Declarat' queux ſerront deliver a luy & donq; general perform' n'eſt Plea, mes il doit pleder ou que nul Declarat' fuit deliver ou que tiels fuer' deliver, & que il ad done notice de eux.

2. Que ne fuit averre que les trois Cloſes mention en le Defendant's Plea fuer' touts les Cloſes que le Defendant tenuſt del Pl.

3. Que il ad plede, *Quod non attornavit ſine conſenſu Querent'*, que eſt un mere negative pregnant, 2 *Cro.* 559. *Keil* 95. *b.* Mes eux touts fuer' over-rule, & Judgment done pur le Def.

A prover que general perform', &c. poit eſtre plede, ceux Caſes fueront cite, 41 *E* 3. 10. *b.* 2 *R.* 3. 17. *a.* & *b.* 22 *E.* 4. 15. *a.* 6 *H.* 7. 17 *a.* 1 *Inſt.* 303. *b.* 3 *Cro.* 307, 749. *Mo.* 856. 2 *Saun.* 411.

Nota, Un eſpecial Caſe pur avoider prolixity en Pleading, que fuit le chief Reaſon de le Judgment. Fuit auxi tenus per le Court, que le tender ſur le terr' ne fuit bien plede, pur ceo que il n'eſt monſtre que fuit fait en convenient temps devant le coucher del ſoliel, 2 *Cro.* 423, 499. Mes ceo fuit cure per le pleder del tender al perſon del Pl. apres ceo. *Wright* Serjeant le Roy pur le Def. & *Girdler* pur le Pl. & *Lutwyche* fuit retaine pur le Def. Mes Judgment fuit done pur luy ſur le primer Argument.

Knipe v. *Hobart.*

Intr. Mich. 10 W. 3. Regis. Rot. 331. C. B.

IN Debt ſur Obl' fait al Pl. per Noſme de Bailiff de Liberty de Dean & Chapter de *Weſtminſter*. Le Def. demand oyer del Condition, le quel recite, que le Pl. ad receive un Garrant del Vic' de *Midd.* ſur un *Fi. ſa.* & que per virtue de ceo il ad levie certain biens come les biens de un *Kunningham* al Suit de *T. Story* & ſa Feme, al value de 80 *l.* Et auxi recitant que le *ſuperobligat' Chriſtofer Whiteman* fiſt claim al biens, &c. Et que ſur ceo le Pl. al requeſt de dit *C. W.* ad eux deliver a luy, &c. *Si igitur* le dit *C. W.* re-deliver les biens al Pl. ſi ſur Trial ſerront trove d'eſtre les biens de *Kunningham*, & ſi le dit *C. W.* & le Def. garderont le Pl.

harmleſs per reaſon del quittant le Poſſeſſion del biens, & returnant *Nulla bona*, *&c. tunc*, *&c.* Le Def. plead, **Quod poſt confecc̄onem ejuſdem ſcripti obligatorij & ante impetracon̄ bri̇s p̄ed p̄fat Quer' non fuit damphificat rac̄one relinquendi poſſeſſion̄ bonor̄ & catallor̄ p̄ed ſeu retornandi nulla bona ſup warrant execucon̄ in condic̄one p̄d' menc̄onat Et hoc parat eſt verificare unde pet Judicm̄ ſi p̄ed R. acc̄onem ſuam p̄ed inde verſus eum habere ſeu manutenere debeat &c.**

Replicat'. Judgmt. pur *Story* & ſa Feme *Mich.* 9 *W.* 3. verſ. le dit *K.* pur 40 l. Debt & 11 l. 10 s. pur Coſts.

Et p̄ed R. dic q̄d ip̄e p aliqua p̄allegat ab acc̄one ſua p̄ed verſus eundem J. p̄cludi non debet quia dic q̄d p̄d T. Story & E. ux' ejus ut executrix teſt̄ A. C. defunct ante confeccon̄ ſcripti p̄ed ſcil't Termino Sc̄e Trinitatis anno regni Dn̄i Regis nunc nono in Cur' hic ſcil't apud Weſtm̄ in Com̄ Midd p̄d implitaſſent p̄d W. R. in quodm̄ plito debi ſuper demand quadraginta librar̄ taliterq; ſupinde p̄ceſs' fuit in eadem Cur' q̄d poſtea ſcil't Termino Sc̄i Michaelis anno nono ſup̄dicto hic ſcil't apud Weſtm̄ p̄d p Cur' hic conceſs' fuit q̄d p̄d T. & E. recuperarent verſus p̄fat W. debm̄ p̄d ac undecim libr' & decem ſolid quæ eiſdm̄ T. & E p eandem Cur' hic adjudicat fuer' p dampn̄ ſuis quæ habuer' occ̄one detencon̄ debi ill' p̄ut p recordū inde in Cur' hic remanen̄ plenius liquet & apparet ac debito & dampnis ill' eiſdem T. & E. inſolut exiſten̄ iidem T. & E. p citiori obtenc̄one inde poſtea ſcil't p̄d Termino Sc̄i Mich anno nono ſup̄dict p̄ſecut fuiſſent extra Cur' hic quoddm̄ bre ip̄s Dn̄i Regis de teſtat Fi. Fa. exiſten̄ bre p̄d in condic̄one p̄d

Teſt. *Fi. fa.*

ſuperius menc̄onat ſup Judic ill' tunc Vic' Com̄ Midd direct p quod ei p̄cept fuit q̄d de terris & catallis p̄d W. in Ballia ſua Fieri fac' debm̄ & dampn̄ ill' & denar' ill' haberet coram Juſtic' ipſius Dn̄i Regis de Banco hic ſcil't apud Weſtm̄ p̄d in Octab Sc̄i Hill' tunc p̄x ſequen̄ exiſten̄ retorn̄ p̄d in condic̄one p̄dca ſuperius ſpec' ad reddend p̄fat T & E. de debo & dampn' p̄d' virtute cujus quidem bri̇s quidm̄ B. J. Mil' & J. C. Mil' Vic' Com̄ Midd p̄d exiſten̄ poſtea & ante retorn' bri̇s ill' ſcil't p̄dco viceſimo quarto die Octob anno nono ſup̄dicto apud J. p̄ed per

Garrant per Vic' de Mid' al Bailiff de dit Liberty ſur cet Brief.

quoddm̄ warrant ſuū in ſcriptis ſigillo officij ſui Vic' Com̄ ill' ſignat ac Ballio libtat p̄d direct qui quidem Ballius adtunc habuit & adhuc habet plen' execuc̄on' & retorn' omniū breviū p̄cept & warrant infra eandem libertat mandavit execucon' brevis illius eidem Ballivo virtute cujus quidm' warrant idem R. adtunc & adhuc Ballivus Libertat p̄ed exiſten' poſtea & ante retorn' brevis ill' & ante confecc̄onem ſcripti obligatorij p̄ed ſcil't p̄ed viceſimo quarto die Octob anno nono ſupradicto

Priſal des biens en execut'.

apud Weſtm' p̄ed ac infra libtat p̄ed bona & catalla p̄ed in Schedul' p̄ed' ſupius menc̄onat in execuc̄one p debo & dampn' p̄ed'

pꝛed' ac bona & catalla pꝛed' W. K. ſeiſivit ac pꝛed' C. W. clamando bona & catalla ill' ut bona & catalla ſua ppr' adtunc & ibm requiſivit eundem R. ad bona & catalla ill' ei relinquend' ut bona & catalla ipſius C. W. ppr' Idemq; R. fidem adhibens ad pꝛed' clameū ipſius C. W. adtunc & ibm poſſeſſionem bonoꝝ & catalloꝝ pꝛed' eidem C. W. ad requiſic̄onem ipſius J. H. reliquit & ſuperinde bona & catalla ill' ab execuc̄one pꝛed' adtunc & ibm penitus exonerat̄ fuer' idemq; R. ſuper warrant̄ ill' eidem Vic̄ adtunc & ibm retoꝛnavit qd' pꝛed' W. nulla habuit bona ſeu catalla in Ballia ſua unde debm aut dampnū pꝛed' aut aliqm' inde parcell' fieri fac' potuit Et idem R. in facto dic' qd' pꝛed' T. & E. p pꝛed' relic̄one poſſeſſion' bonoꝝ & catalloꝝ pꝛed' & retoꝛn' pꝛed' ſic fact' eundem R. in Cur' hic ſcil't apud Weſtm' pꝛed' poſtea ſcil't Termino Paſch anno regni Dñi Regis nunc decimo implacitaſſent eundem R. in quodam placito tranſgr' ſuper caſum recitando Judic' pꝛed' & teſtat' Fi. Fa. pꝛed' & warrant' pꝛed' ac pꝛed' ſeiſuram bonoꝝ & catalloꝝ pꝛed' & narrando verſus eundem R. qd' idem R. debm & dampn' pꝛed' levare potuiſſet quodq; idem R. machinans & fraudulent̄ intendens eoſdem T. & E. de debo & dampn' pꝛed' defraudare & decipere ad aliquod tempus ante retoꝛn' bꝛis pꝛed' debm & dampna pd aut aliquam inde parcell' de bonis & catallis pd' mīd levaſſet ſed bona & catalla ill' apud Weſtm' elongari permiſit antequam debm & dampna pꝛed' aut aliquam inde parcell' fieri feciſſet ac qd' idem R. ſuper warrant' pꝛed' ante retoꝛn' bꝛevis pꝛed' ſcil't viceſimo quinto die Januar' anno nono ſupꝛadict̄ apud Weſtm' pd' eidem Vic' Com' Midd' falſo & deceptive retoꝛnaſſet qd' pꝛed' W. null' habuit bona ſeu catalla in Ballia ſua unde debm & dampna pꝛed' aut aliquam inde parcell' fieri fac' potuiſſet ac warrant̄ ill' ſic retoꝛnat̄ eidem Vic' adtunc & ibm deliberavit quodq; rac̄one pꝛemiſſoꝝ iidem T. & E. debm & dampna ill' perdere & amittere veriſimiles fuer' ad dampnū eoꝛundem ſexaginta librarum & inde tunc pꝛoducer' ſectam &c. Idemq; R. adinde ill' eodem Termino in eadem Cur' apud Weſtm' pꝛed' placitavit qd' ipē in nullo fuit culp' de pꝛemiſſ' ill' ſuperius ei impoſit̄ & de hoc tunc poſuit ſe ſup pꝛiam' Et pꝛed' T. & E. inde ſimilit̄ qui quidem exit̄ poſtea ſcil't die Mar̄ triceſimo pꝛimo die Maij anno regni dc̄i Dñi Regis nunc duodecimo apud Weſtm' pꝛed' p quandam Juratam coꝛam G. T. Mil' Capital' Juſtic' dc̄i Dñi Regis nunc de Banco triat̄ fuit idemq; R. p eandem Juratam adtunc & ibm invent̄ fuit culpabil' de pꝛemiſſ' illis Et Jur' pꝛed' adtunc & ibm aſſidebant dampna ipſoꝝ T. & E. occ̄one inde ultra miſ & cuſtag' ſua p ipſos circa ſect̄ ill' in ea parte apposit̄ ad quadꝛagint̄ octo libꝛ novendecim ſolid', &

Que le dit *C. W.* claim les dits biens

Biens deliver a luy.

Et ſur ceo *nulla bona* ret' per Pl.

Pl. ſue pur ceo per le dit *T.* & *E.*

Plea al ceo *Non Cul'.*

Verdict *v.* Pl. & Judgment ſur ceo.

Averment de Identities.

quatuor denar̃ & ꝓ mis̃ & cuſtag' ill' ad vigint̃ ſolidos & ſuperinde poſtea ſcilt iſto eodem Termino Paſch anno duodecimo ſup̃dicto ꝑ eandem Cur̃ hic ſcil't apud Weſtm̃ pred̃ conſ̃ fuit q̃d p̃d T. & E. recuperarent Vſus p̃fat̃ R. dampna p̃d ꝑ Jur̃ pred̃ in forma p̃d aſſeſs' necnon ſexdecim libr̃ & octo denar̃ eiſdem T. & E. ad requiſicon̄ ſuas ꝓ miſis & cuſtag' ꝑ Cur̃ hic de incr̃o adtunc & ibm̃ adjudicat' ꝓut ꝑ record̃ inde in Cur̃ hic remanen̄ plenius liquet & apparet ſicq; racone p̃d retorn̄ ſup warrant̃ p̃d ꝑ eundm̄ R. ſic fact̃ ipe idem R. ꝑ debm̃ legis curſum maxime dampnificat̃ fuit Et hoc parat̃ eſt verificare unde pet̃ Judicm̄ & debm̄ ſuu̅ p̃d una cum dampn̄ ſuis occ̄one detenc̄onis debi illius ſibi adjudicari &c. Cum hoc quod idem R. Vificare vult q̃d pred̃ bre de Fi. fa. & warrant̃ ſupinde fact ſuperius ſpecificat̃ & bre & warrant̃ in condic̄one p̃d menc̄onat̃ ſunt unu̅ & idem bre & warrant' & non al' neq; divers̃ q̃dq; p̃d T. S. & E. ux' ejus in recordo Judicij pred̃ ſecundo ſuperius menc̄onat̃ nominat̃ ac pred̃ T. S. & E. in condic̄one ſcripti p̃d ſuperius menc̄onat̃ ſunt una & eadem perſon̄ & non al' neq; divers̃ & q̃d retorn̄ ſuper warrant̃ p̃d in pred̃ Recordo ſcdi Judicij ſuperius menc̄onat̃ Et pred' retorn̄ de nulla bona ſup pred̃ warrant̃ in condic̄one pred̃ ſuperius menc̄onat̃ ſunt un̄ & idem retorn̄ & non al' neq; divers̃. Sur que le Def. demur.

PUr le Def. fuit inſiſt, que le Obl' fuit encounter Ley, quia fuit pur ſaver harmleſs le Pl. del un falſe Returne. Mes del auter part fuit inſiſt, que le Obl' fuit legal, & a prover ceo ceux Authorities fueront cite, 1 *Inſt*. 206. b. 10 *Co*. *Beawfage*'s Caſe, *Hob*. Sir *Dan*. *Norton*'s Caſe, *Plow*. *Dive* and *Manningham*'s Caſe, 1 *And*. 267. 3. *Cro*. 199. 2 *H*. 4. 9. 2 *Cro*. 199. Et per le Opinion de tout le Court Judgment fuit pronounce pur le Pl. Mes apres conge fuit done a arguer le Caſe arreare & iſſint fuit; mes le Court adhere a lour primer Opinion. Mes ſur le Offer del Def. a payer quant le Pl. fuit dampnifie, execution fuit ſtay & refer al Prothonotary a computer, *&c*.

Bellott

Bellott v. *Carthwright*.

Ceſtr' ſſ. JOhannes Cartwꝛight nuꝑ de &c. in Com̄ &c. ſum̄ fuit ad reſpondend̄ Tho. Bellott Bar' de placito q̄d reddat ei decem libr' quas ei debet & injuſte detinet & unde idem T. ꝑ A. B. Attoꝛn̄ ſuū dic' q̄d cum idem T. decimo die Octob̄ anno &c. ac diu antea & continue poſtea extunc hucuſq; fuiſſet & adhuc exiſtit Dn̄us Maner̄ de S. cum ꝑtin̄ in Com̄ pꝛed̄ unde unū Meſſuagiū acr̄ terre acr̄ pꝛati acr̄ paſtur̄ cum ꝑtin̄ in S. pꝛed̄ ſunt & a tempoꝛe cujus contrar̄ memoꝛia hominū non exiſtit fuer̄ parcell' ac tenement̄ cuſtumar̄ ejuſd̄ Manerij ac dimiſs' & dimiſſibil' ꝑ copiam rotuloꝝ Cur̄ Manerij p̄d̄ ꝑ Dnū ejuſdm̄ Maner̄ vel ꝑ Seneſchallū ſuū Cur̄ Manerij illius ꝓ tempoꝛe exiſten' cuicunq; ꝑſon̄ ſeu quibuſcunq; perſonis ea capere volenti vel volentibꝰ in feodo ſimplici vel alit̄ ad voluntat̄ Dn̄i ſecdm̄ conſ̄ Manerij p̄d̄ de quibꝰ quidm̄ tenement̄ cuſtumar̄ cum ꝑtin̄ quidm̄ T. F. fuiſſet ſeiſit̄ in dn̄ico ſuo ut de feodo ad voluntat̄ Dn̄i ſecdm̄ conſ̄ Manerij p̄d' Et ſic inde ſeiſit̄ exiſten̄ idem T. F. pꝛed̄ (die & anno) apud S. pꝛed' ſecdm̄ conſ̄ Manerij p̄d' a toto tempoꝛe ſuꝑdicto uſitat̄ & appꝛobat̄ ſurſum reddidit ten̄ta pꝛedcā cum ꝑtin̄ in manus Dn̄i Manerij pꝛed' per manus quoꝛundm̄ W. S. & J. S. duoꝝ cuſtumarioꝝ tenentiū Manerij pꝛed' ad uſum p̄d' J. C. hered' & aſſignat̄ ſuoꝝ imperpetuū ad voluntat̄ Dn̄i ſecundum conſ̄ Manerij pꝛed' & poſtea ſcil't ad Cur̄ ipſius Tho. Bellott Manerij ſui pꝛed' tent̄ apud Maneriū ill' (die & anno) coꝛam A. B. tunc Seneſchallo Cur̄ Manerij pꝛed' ven' pꝛed' J. C. in ꝓpꝛia perſona ſua & adtunc & ib̄m petijt ſe admitti ad ten̄ta cuſtumar̄ pꝛed' cum pertin̄ juxta ſurſum reddic̄onem pꝛed' cui quidem J. C. p̄d' T. B. adtunc Dn̄us Maner̄ pꝛed' ſecdm̄ conſ̄ ejuſdem Manerij ꝑ Seneſchallum ſuū pꝛed' conceſſiſſet ten̄ta cuſtumar' pꝛed' cum ꝑtin̄ ꝑ copiam rotuloꝝ Cur̄ Maner̄ pꝛed' habend' pꝛefat̄ J. C. hered' & aſſign̄ ſuis imperpetuū ad voluntat̄ Dn̄i ſecundū conſ̄ Manerij pꝛed̄ & ſuperinde pꝛed' Seneſchallus adtunc & ib̄m in aperta Cur̄ aſſeſſit decem libr̄ ꝑ pꝛed' J. C. eidem T. B. adtunc Dn̄o Manerij pꝛed' ut pꝛefertur exiſten̄ ꝓ fine & admiſſion' ſua ad tenementa cuſtumar̄ pꝛed' cum pertin̄ ſolvend' & adtunc & ib̄m in apert̄ Cur̄ pꝛed' pꝛecept̄ fuit pꝛefat̄ J. C. per Seneſchallum pꝛed' q̄d idem J. C. ſolveret pꝛefat̄ T. B. pꝛed' decem libr̄ ſuper viceſimum diem Decembr̄ tunc ꝓx' ſequen̄ apud infra Maner̄ pꝛed' Et

Debt pur Fine aſſeſs ſur Alienation de Copy-hold terrs.

Pl. Snr' del Mannor de S. de que le Meſſ. &c. d'un *T. F.* eſt parcel.

Surrend' per *T. F.* al deux Tenants del Mannor al uſe de Def.

Admitt' del Def.

Fine de 10 l. donc aſſeſs'.

Jour & lieu appoint pur le payment de ceo.

Et idem T. in facto dic' q̄d pred' J. C. non ſolvit eidem T. B. pred' decem lib̄ ſuper pred' viceſimū diem Decemb̄ ſed inde defalt̄ fecit Et idem T. ulterius dic' q̄d ipē poſtea ſcilt primo die Januarij anno ſupradict̄ apud S. pred' requiſivit pred' J. C. ad ſolvend' eidem T. B. pred' decem lib̄ ſic ut prefertur aſſeſs' quas quidem decem lib̄ pred' J. C. eidem J. T. adtunc & ibm non ſolvit ſed ill' ei ſolvere adtunc & ibm penitus recuſavit per qd' accō accrevit eidem T. ad exigend' & habend' de prefat̄ J. C. pred' decem lib̄ Pred' tamen J. C. licet ſepius requiſit̄ pred' decem lib̄ eidem T. B. nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradic' unde dic' qd' deteriorat̄ eſt & dampnum habet ad valenciam decem librar̄ Et inde p̱duc' ſectam &c. Edmund Saunders.

Vide 2 *Cro.* 617. *Gardner* & *Norman*'s Caſe, *Hob.* 135. *Denny* & *Leman*'s Caſe, & *Co.* 13. *fo.* 2.

Repl' al Plea de pleinment adminiſter (al temps del Exhibition del Bill en le *Exchequer* al *Weſtm.*) que le Def. ad Aſſets al temps del Returne del *Subpœna*, & le Rejoinder al ceo.

Salop' ſſ. ET pred̄ Henricus dic' q̄d ipē p̱ aliqua p̄allegat̄ ab accōne ſua pred̄ verſus p̄fat̄ T. E. habend̄ p̄cludi non debet quia dic' q̄d ante diem exhibicōn bille ipſius H. ſcilt (die & anno) idem H. p̱ſecut' fuiſſet extra Cur' Dcī Dnī Regis de Scaccario hic ſcil't apud Weſtm̄ p̄d quoddam bre ejuſd̄ Dnī Regis de ſubpena retornabil' in offic' p̄litor̄ ejuſdm̄ Cur' Scaccarij ad ſectam pred̄ H. p̱ quod quidem breve idem Dñus Rex eidem T. precepit firmiter injungen̄ q̄d excuſacōne quacunq; ceſſant̄ in p̱pr' p̱ſona ſua eſſet coram Baron̄ de Scaccario Dcī Dnī Regis apud Weſtm̄ a die Paſch in quindecim dies tunc pr' futur' ad reſpondend̄ dc̄o Dño Regi de certis articulis ei tunc & ibm ex parte dcī Dñi Regis objiciend̄ & q̄d id nullatenus omittat ſup̱ penam centū libr' quas de bon̄ & catall' terris & tenement̄ ſuis ſi mandat' ill' neglexiſſet ad opus dict' Dñi Regis idem Dnūs Rex levari fac' q̄d quidem breve poſtea & ante retorn̄ inde ſcil't (die & anno) apud W. pred̄ in dict' Com̄ S. prefat' T. delibat̄ fuit q̄d quidem breve idem H. p̱ſecut' fuit verſus p̄fat̄ T. ea intencōne qd̄ pred̄ T. ad retorn̄ inde in dict' Cur'

Subpena p̱ſecute per Pl.

Delivery de ceo al Vic'

Cur̃ dc̃i Dñi Regis hic comperet Et qđ idem H. ſuperinde ſecdm cons̃ in eadem Cur' a tempoꝛe cujus contrar' memoꝛia hominu non exiſtit uſitat' & ap̱pbat' exhiberet bill' ſuam p̃d' ſſus pꝛefat' T. in Cur' hic ꝓ recuperac̃one debi pꝛeđ in billa p̃đ ſuperius menconat' ſpecificat' ſuper quo de eo qđ p̃đ T. non comperuiſſet in dict' Cur' dc̃i Dñi Regis hic ſecdm exigenc' bꝛevis iſtius ſed id facere neglexit in contempt' dc̃i Dñi Regis & bꝛevis ſui pꝛeđ Jõ ad petic' pꝛeđ H. pꝛecept' fuit Vic' Com Flint qđ non omitteret ꝓpter aliqm Libtatem quin ea ingrediatur & attach p̃đ T. ꝑ coꝛpꝰ ejus ubicunq; eum inveniat in balliva ſua & eum ſalvo & ſecur' cuſtođ ita qđ eum haberet coꝛam Baron de dict' Scaccario dc̃i Dñi Regis apud Weſtm a die Sc̃i Michis in tres Septimanas tunc ꝓx futur' ad reſpondenđ Dño Regi de divers̃ tranſgr' contempt' & offenc' ꝑ ipm̃ nuꝑ fact' & ꝑpetrat' & qđ idem Vic' haberet ibi tunc bꝛeve illud ad quas quidem tres Mich ven' hic pꝛeđ H. ꝑ Attoꝛn' ſuu p̃đ & Vic̃ Flint pꝛeđ videlt Tho. Pindar Ar' tunc mand' p̃fat' Baron' de Scaccario dc̃i Dñi Regis apud Weſtm̃ p̃d' qđ pꝛeđ T. non fuit invent' in balliva ſua ſuper quo ſicut pꝛius pꝛecept' fuit eidem Vic' F. qđ non omitt' ꝓpter aliqm̃ libtat' quin eam ingrediat' & attach p̃fat' T. ꝑ coꝛpus &c. ita qđ &c. in Craſtino Purificacon' bte Marie Virginis tunc ꝓx' futur' ad reſpondenđ dc̃o Dño Regi in foꝛma pꝛeđ Et qđ idem Vic̃ haberet ibm tunc bꝛeve illud que quidem bꝛia de attach ꝑ p̃đ H. ſic ut pꝛefertur ꝓſecut' fuer' e p̃d' Cur' ea intencon' qd' pꝛed' T. compulſ̃ foꝛet ad compend' ſuperinde ad ſectam pꝛed' H. Adq; idem H. ſuper tal' comperenc̃ ipſius T. narraret verſus eum ꝓ recuperac̃one debi ſui p̃d' ſecdm̃ cons̃ Cur' pꝛed' a toto tempoꝛe ſupꝛadicto uſitat' & ap̱pbat' ad quam quidem Craſtin' Pur' ven' hic pꝛed' H. ꝑ Attoꝛn' ſuu p̃d' Et p̃d' T. tunc in Cur̃ hic compuit ꝑ Attoꝛñ ſuu p̃d' ſecundu exigenc̃ bꝛis̃ illius Ac ſupinde idem H. billam ſuam p̃d' verſus dict' T. E. in dict' Cur̃ exhibuit & pꝛed' H. ulterius dic̃ qd' p̃d' T. dict' die retoꝛn' bꝛevis de ſubpena pꝛed' ſcil't ad pꝛed' diem & annum habuit divers̃ bona & catalla que fuer̃ pꝛed' A. tempoꝛe moꝛtis ſue in manibus ſuis adminiſtrand' ad valenc̃ debit' pꝛed' ipſius H. unde eidem H. de debo ſuo pꝛed' ſatisfeciſſe potuit videlt apud W. in dict' Com̃ S. Quodq; H. C. in doꝛs' ſeperal' bꝛiu p̃d' & pꝛed' H. C. modo quer' ſunt un̄ & eadem perſona & non al' neq; divers' qdq; T. E. in ſeperal' bꝛevibꝰ p̃d' nominat' & pꝛed' T. E. modo defend' ſunt un' & ead' &c. Et hoc parat' eſt verificare unde pet' Judicm̃ & debm ſuu pꝛed' una cum dampnis ſuis occ̃one detencon' debit' illius ſibi adjudicari &c.

Intent d'exhibiter ſon Bill.

Attachment vers le Def. ove un *Non omittas.*

Non eſt inventus retorne.

Auter Attachment.

Les dits briefs fueront proſecute ove intent a declarer, &c.

Appearance.

Bill exhibit.

Averment que le Def. avoit aſſets al retorne del *Subpœna.*

Averment de Identities.

Et

Rejoinder. Que le Pl. ne dona notice que les dits briefs fueront ove intent a declarer pur ceſt debt.

Et p̄d T. dic̄ q̄d bene & verum eſt q̄d pꝛefat̄ H. C. ꝓſecut̄ fuit verſus ipm̄ T. ſeperal' bꝛia de ſubpena & attach in repl' p̄fat̄ H. menc̄onat̄ Et poſtea ſcilt (die & anno) exhibuit billam ſuam pꝛed̄ in Cur̄ hic v̄ſus ipm̄ T. ꝓut ip̄e pꝛed̄ H. ſuperius replicando allegavit ſed idem T. dic̄ q̄d ante exhibic̄on̄ bille p̄d nec p̄fat̄ H. C. nec aliqua al' pſona ſeu perſone dedit vel dedeȓ aliqm̄ notic̄ eidem T. q̄d p̄d bꝛe de ſubpena poſtea ꝓſecut̄ fuiſſet verſus ipm̄ T. ea intenc̄one q̄d p̄fat̄ H. ſuperinde exhiberet billam ſuam p̄d verſus ipm̄ T. in Cur̄ hic ꝓ recuperac̄one debi p̄d in billa pꝛed̄ ſuperius menc̄onat̄ ſpec̄ Et ideo idem T. ut pꝛius dic̄ q̄d ip̄e ante p̄d' diem exhibic̄onis bille pꝛed' H. plene adminiſtravit omnia bona & catalla que fuer̄ pꝛed' A. tempoꝛe moꝛtis ſue in manib; ſuis adminiſtrand' Quodq; ip̄e null' habet bona ſeu catalla que fuer̄ pꝛed' A. tempoꝛe moꝛtis ſue in manibus ſuis adminiſtrand' nec habuit die exhibic̄onis bille p̄d ſeu unqm̄ poſtea Et hoc parat̄ eſt verificare unde ut pꝛius pet Judicm̄ ſi &c. Iſſue priſe ſur le Notice.

Denton v. *Evans.*

Winford. Mich. 11 W. 3. Regis. Rot. 454.

Debt ſur Judgment en B. R.

Johes Evans nup de London Yeoman ſum̄ fuit ad reſpondend̄ Johi Denton de plito q̄d reddat ei 50 l. quas ei debet & injuſte detinet &c. Et unde idem J. D. p T. L. Attoꝛn̄ ſuū dic̄ q̄d cum idem J. D. alſ ſc. Termino Scī Michis anno regni Dnī Regis nunc decimo in Cur̄ ipſius Dnī Regis coꝛam ipſo Rege apud Weſtm̄ in Com̄ Midd̄ tunc exiſten̄ p conſ̄ ejuſdem Cur̄ recupaſſet v̄ſus p̄d J. C. 50 l. que eidem J. D. adjudicat fuer̄ ꝓ dampnis ſuis que ſuſtinuit tam occ̄one cujuſdam tranſgreſſ̄ ſup caſum eidem J. D. p p̄d T. nup illat̄ quam ꝓ miſ̄ & cuſtag' ſuis p ipm̄ circa ſectam ſuam in hac parte appōit̄ unde convict̄ eſt ꝓut p recoꝛd̄ & ꝓceſſ̄ inde in eadem Cur̄ dcī Dnī Regis coꝛam ipſo Rege reſiden̄ liquet manifeſte Quod quidem Judicium adhuc in ſuis plen̄ roboꝛe & effcu̇ reman̄ mīe revocat adnihillat̄ ſive ſatisfact Idemque J. D. execucon̄ Judicij ill nondum eſt aſſecut̄ p q̄d acc̄o accrevit eidem J. D. ad exigend̄ & hend̄ de p̄dc̄o Johe Evans p̄d 50 l. Pꝛedcuſ̄ tamen Johes Evans licet ſepius requiſit̄ p̄d 50 l. eidem J. D. nondum reddidit ſed ill' ei hucuſq; reddere om̄io contradixit & adhuc contradic

dic' unde dic' q̄d deterioꝛat' eſt & dampnu͂ h̄et ad valenc' decem libr' Et inde ꝓduc' ſectam &c.

Plea en Abatement, que Briefe d'Error fuit porte de ceſt Judgment *in Cam' Scacc'*.

Et p̄d J. E. ꝑ J. H. Attoꝛn̄ ſuu͂ ven̄ & defend̄ vim & injur̄ quando &c. & pet̄ Judicm̄ de bre p̄d quia dic' q̄d poſt reddicon̄ Judicij p̄d in Narracone p̄d ſpec' & ante impetraconem bris oꝛiginal' ipſius J. D. p̄d ſcilt decimo tertio die Novembr' anno regni Dni Regis nunc decimo Idem J. E. ꝓ rev̄ſacone Judicij p̄d ꝓſecut' fuit extra Cur' Cancellar' dci Dni Regis apud Weſtm̄ tunc exiſten̄ quoddm̄ bre dci Dni Regis de Erroꝛe coꝛrigend̄ in recoꝛd' & ꝓceſs Acetiam in reddicone Judicij ill' directe dilc̄o & fideli dci Dni Regis J. H. Mil' tunc & adhuc Capital' Juſtic' ipſius Dni Regis ad pl̄ita coꝛam ipſo Rege tenend' aſſign̄ ꝑ q̄d quidm̄ bꝛe dc̄us Dn̄us Rex p̄fat' Dn̄o Capital' Juſtic' ſuo mand' quod ſi Judicm̄ inde reddit' foꝛet tunc recoꝛd' & ꝓceſs' loquele p̄d' cu͂ oīb; ea tangen̄ coꝛam Juſtic' ſuis de Co͂ Banco & Baron̄ ſuis de Scaccario de gradu de la Coife in Camer' Scaccarij Dni Regis apud Weſtm̄ die Sabbati viceſimo octavo die Januar' tunc ꝓx' futur' venire fac' ut dict' Juſtic' de Co͂ Banco & Baron̄ viſ & examinat' recoꝛd' & ꝓceſs' p̄d' ulterius in ea parte fieri facerent q̄d' de jure & ſecundum foꝛmam Statut' in humoi caſu edit' & ꝓviſ' foꝛet faciend' virtute cujus quidem bris de Erroꝛe idem Capital' Juſtic' poſtea ſcil't dc̄o viceſimo octavo die Januarij anno decimo ſupꝛadicto recoꝛd' & ꝓceſs' loquele & judicij p̄d' cum oībus ea tangen̄ coꝛam Juſtic' dc̄i Dn̄i Regis de Cōi Banco & Baron̄ ſuis de Scaccario de gradu de la Coife in Camer' Scaccarij p̄d' apud Weſtm̄ p̄d' tranſmiſit & recoꝛd' & ꝓceſs' pꝛed' ibm̄ remanet Et p̄d' pl̄itum de Erroꝛe coꝛrigend' in eadem Camer' Scaccarij p̄d' adhuc pendet mi̅d determinat' ꝓut ꝑ recoꝛd' inde in eadem Camera Scaccarij apud Weſtm̄ coꝛam Juſtic' de C. B. & Baron̄ p̄d' remanen̄ plenius liquet & apparet Et hoc idem J. E. parat' eſt verificare &c. unde pet' Judicm̄ de bri pꝛedc̄o Et quod bre ill' caſſetur &c.

Prout per Recordum, &c.

Demurrer.

Et pꝛed' J. D. dic' q̄d' pl̄itu͂ pꝛed' in caſſacone bris pꝛed' ipſius J. D. ſupius pl̄itat' materiaq; in eodem content' minus ſufficien̄ in lege exiſtunt ad bre ſuu͂ pꝛed' caſſand' Quodq; ipſe ad pl̄itum ill' modo & foꝛma pꝛed' pl̄itat' neceſſe non habet nec per legem hujus terre tenetur aliquo modo reſpondere Et hoc parat' eſt verificare unde pꝛo defectu ſufficien̄ pl̄iti in hac parte idem J. D. pet' Judicium & q̄d' bre ſuum pꝛed' bon̄ adjudicetur &c.

Joinder en Demurrer.

Et pred' J. E. ex quo ipſe ſufficien' materiam in lege ad bre pred' caſſand' ſuperius allegavit quam ipſe parat eſt verificare quam quidem materiam pred' J. D. ſuperius non dedit nec ad eam aliqualiter reſpond' ſed verificac̄onem ill' om̄io recuſat ut prius pet' Judicm̄ Et qd' bre ill' caſſetur &c. Et quia Juſtic' hic ſe adviſare volunt de & ſup premiſs' priuſqm̄ Judicm̄ inde reddant dies dat eſt partib⁹ pred' &c.

EXception fuit priſe al matter del Plea, *viz.* que un Briefe d'Error dependant ne impede le party a porter Debt ſur le Judgment; Et pur un Authority, 1 *Sid.* 236. *Adamſon* & *Tomlinſon's* Caſe fuit cite; & ceo caſe done ceſt reaſon, *viz.* quia le Record meſme remaine en *B. R.* & ſolement un Tranſcript eſt mitt en l'Exchequer-Chamber.

Del auter part fuit dit, Que la eſt meſme la reaſon que Briefe d'Error ſerroit *Superſedeas* al Debt ſur Judgment, come al Execution ſur le Judgment. Mes le Court (le Chief Juſtice abſent) agard un *Reſpondeas* ouſter, car (come Juſtice *Powell* dit) ceſt Action ad eſtre allowe touts temps puis le Reigne de *H.* 6. Et aſcun foits ceſt Plea ad eſtre plead en Abatement, & aſcun foits *in retardatione, &c.* del Suit; mes il ne puit eſtre fait bone, quia la ne poiet eſtre aſcun certain temps pur *reſummons* del Party quand le Judgment ſerroit affirme, come il eſt en caſe d'un Protection.

Nota, Que en *Mich.* 9 *W.* 3. in C. B. inter *Aldred* & *Havering*, tiel Plea fuit adjudge male, quia il conclude *petit Judicium de Brevi, &c.* Mes en ceſt Caſe le Court ne reſolve le quel le matter del Plea fuit bone ou nemy, ou quel concluſion doit eſtre fait en ceſt Caſe.

Butterfield

Butterfield v. *Marſhall.*

Winford. Hill. 13 W. 3. Regis. Rot. 1564.

Hertſ. ſſ. Nichus Marſhall nup de Ippollits in Com̄ p̃d Gen̄ als dict' Nichum Marſhall filium & hered̃ apparent' p̃d Will'i ſum̄ fuit ad reſpondend̃ Georgio Butterfield de plito quod reddat ei centum & viginti libras quas ei debet & injuſte detinet &c. Et unde idem Georgius p Batalion Shotbolt Attorn̄ ſuū dic' q̃d cum p̃d Nichus viceſimo nono die Septembr' anno regni Dn̄i Caroli ſecundi nup Regis Anglie &c. viceſimo quinto apud Hitchin in dc̃o Com̄ Hertf. per quoddm̄ ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri eidem Georgio in pred̃ centum & viginti libr' ſolvend̃ eidem Georgio cum inde requiſit' fuiſſet pred̃ tamen Nichus licet ſepius requiſit' pred' centum & viginti libr' eidem Georgio nondum reddidit ſet ill' ei hucuſq; reddere om̄io contradixit & adhuc contradic' unde dicit q̃d deteriorat' eſt & dampnū habet ad valenciam ſexaginta libr' Et inde p̄duc' ſectam &c. Et p̄fert hic in Cur' ſcriptum pred' q̃d debm pred̃ in forma pred̃ teſtatur cujus dat' eſt die & anno ſupradict' &c.

Debt pur 120 l. ſur Obligat'.

Et p̃d Nichus p Georgiu̅ Draper Attorn̄ ſuū ven̄ & defend̃ vim & injur' quando &c. Et petit auditu̅ ſcripti pred̃ & ei legitur &c. pet' etiam auditum condicon̄ ejuſdem ſcripti Et ei legitur in hec verba; The Condition of the above-written Obligation is ſuch, That if the above-bound *William Marſhall*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, do and ſhall well and truly obſerve, perform, fulfil, hold and keep all and every the Covenants, Grants, Articles, Conditions and Agreements which on his and their parts and behalfs are and ought to be obſerved, performed, fulfilled, held and kept, contained, mentioned and expreſſed in one Deed of Grant, Bargain and Sale, bearing the date of theſe Preſents, made, or mentioned to be made, between the ſaid *William Marſhall* of the one part, and the above-named *George Butterfield* of the other part, according to the tenor, purport, effect and true meaning of the ſaid Deed, without fraud or covin, That then this Obligation to be void and of none effect, or elſe to ſtand and remain in full force and vertue. Quib; lc̃is & auditis idem Nichus dic' q̃d p̃d Georgius Butterfield acc̃onem ſuam p̃dcam̄ v̄ſus eum habere non debet quia dic' q̃d Indentura p̃dca̅ in condic̃one p̃dca̅ ſuperius ſpecificat' facta fuit apud Hitchin p̃d p̃dc̃o viceſimo nono die Septembr' anno regni dc̃i

Barr.

Le Condit', Que eſt a perform' Covenants en un fait de bargaine & ſale fait enter Pl. & W. M.

Plea. Que le Inden' fuit fait tiel jour, &c

Per que, *Teſtatum exiſtit*,

Que W. M. ad done grant, &c. al Pl. & ſes heirs un Meſſuage, &c.

Et auſſi *ingreſs*, &c. de le gate-houſe al un Well adjoinant, &c. pur traher ewe pur ſes neceſſary occaſions.

nuꝑ Regis Caroli ſecundi viceſimo quinto ſuꝑdict̃ inter ꝑfat Willm Marſhall in condic̄one p̄dca ſuꝑius nōiat ꝑ nōen Willi Marſhall de Ippollitts in Com Hertf. Yeoman ex una parte & p̄dcm Georgiu Butterfield ꝑ nōen Georgij Butterfield de Hitchin in Com Hertf. p̄d Huſbandman ex altera parte cujus alteram partem ſigillo ipſius Georgij ſignat idem Nichus hic in Cur ꝓfert cujus dat eſt eiſdem die & anno ꝑ quam quidem Indentur teſtat exiſtit q̄d dcus Willus Marſhall ꝓ & in conſideracōne ſum̄e ſeptuaginta & quatuor librarꝝ & decem ſolid currentis monete Anglie ſibi in manib ſolut ꝑ dcm Georgiu Butterfield ante ſigillacōnem & delibacōnem ejuſdem Indentur reception cujus dcus Willus Marſhall per eandem Indeutur cognovit & inde & de qualibt parte ejuſdem clare acquietavit exoneravit & libavit Anglice diſcharged dcm Georgiu Butterfield hered executores & adminiſtratores ſuos ꝑ eandem Indenturam ſuam & ꝓ alijs ſufficien conſideracōnib ipm adinde moven Ipe dcus Willus Marſhall dediſſet conceſſiſſet barganizaſſet vendidiſſet relaxaſſet feoffaſſet & confirmaſſet & ꝑ eandem Indentur plene clare & abſolute dedit & conceſſit barganizavit vendidit relaxavit feoffavit & confirmavit dco Georgio Butterfield hered & aſſign ſuis tot ill meſſuagiu ſive ten̄tum cum ꝑtin ſcituat & exiſten in Hitchin p̄d erga finem ſuꝑiorem vici ibm vocat Tilehouſe-ſtreet nuꝑ exiſten in occupacōne cujuſdm Willi Honylove vel aſſign ſuorꝝ & adtunc exiſten in occupacōne Benjamini Draper vel aſſign ſuorꝝ (meſſuagio ſive ten̄to Thome Honylove Gen jacen ex orientali parte inde & meſſuagio ſive ten̄to Thome Draper adtunc in occupacōne Ric Bradwell & Edri Thruſſel jacen ex occidentali parte inde & dco vico vocat Tilehouſe-ſtreet ex boreali parte inde) quod quidem meſſuagium ſive ten̄tum tunc nuꝑ perquiſit fuit ꝑ dcm Willm Marſhall (inter alia) de quodam Abrahamo Draper Acetiam tot ill parvum atriu ſive gardinu cum domo lignili voc Gardner or Woodhouſe & cenaculo Anglice a Loft ſupra ill eidem ꝑtinen & adjungen ꝓut idem tunc fuit in occupacōne dci Benjamini Draper Acetiam libtat ingreſſus egreſſus & regreſſus ad om̄ia tempora extunc ad & ꝓ dco Georgio Butterfield hered & aſſign ſuis ad ꝑ trans & a domo portuaria voc the Gatehouſe & atrio adinde ꝓx adjungen ad & a dco meſſuagio ſive ten̄to ad & a dco vico vocat Tilehouſe-ſtreet acetiam in trans & a longo atrio adjungen̄ dco meſſuagio ſive ten̄to a dco meſſuagio ad puteum Anglice the Well adjungen ſive exiſten ꝓx ad domu braſiatorium dci Thome Draper ibm haurire & petere aquam ibm ꝑ ejus & eorꝝ neceſſar & convenien occacōnib & uſib Ipo & ipſis ſolven unā tertiā partem oneru que de tempore in temp contingerent circa reparac̄onem dc̄d putei & funium ſiculaꝝ Anglic̄ Curbs hauſtroꝝ Anglice Buckets & utenſil' adinde ꝑtinen̄ Acetiam om̄ia cōias ꝓficua & com̄oditat' dc̄o meſſuagio ſive ten̄to ſpectan̄ vel aliquo modo ꝑtinen̄ Ac reverc̄onem & reverc̄ones remanere & remaneria dc̄oꝝ p̄miſſoꝝ cum ꝑtin̄ except & ſemper reſervat ex eodem facto doni conceſſionis barganizac̄onis & vendic̄onis dicto Will'o Marſhall hered' & aſſign ſuis omnib' alijs atrijs pomarijs gardinis atrijs poſterioꝛib' vocat Backſides atrijs tegular' vocat Tile-yards laterar' vocat Brick-yards foꝛnaci tegular' Anglice Tile-kilne hoꝛreis ſtabulis extradomib' ergaſtulis Anglice Ware-houſes domib' lignil' vocat Wood-houſes edificijs & ſtructuris que adtunc vel ad aliquod tempus antetunc ꝑtinebant dicto meſſuagio ſive ten̄to vel que tunc aut nuper fuer' reputat ſive cognit ut pars & parcell' ſive membrum ejuſdem acetiam libertat ingreſſus egreſſus & regreſſus in & ꝑ longū atriū pꝛed' ad & a dicto puteo ad hauriend' aquam ibm ꝓ neceſſat confecc̄one & opac̄one luti later vocat Tile-clay, & laterū vocat Tiles acetiam libtat ingreſſus egreſſus & regreſſus ad & ꝓ dicto Will'o Marſhall hered' & aſſign' ſuis & eoꝝ amicis emptoꝛib' Anglice Cuſtomers ſervis equis carucis & carriagijs in & a dicto longo atrio ad & ab atrijs pomariis extradomib' atrijs tegular' foꝛnace tegulat Anglice Tile-kilne & al' p̄miſſis p̄antea exceptis ſicut antiquitus uſus fuiſſet ꝓprietat & occupatoꝛes foꝛnacis tegularis p̄d habend' & tenend' dict meſſuagiū & p̄miſſa cum ꝑtin' & quamlibet partem inde (except p̄except) dicto Geoꝛgio Butterfield hered' & aſſign̄ ſuis ad ſolū opus & uſum dicti Geoꝛgij Butterfield hered' & aſſign̄ ſuoꝝ nuper & ad & ꝓ null' al' uſu vel uſib' intenc̄on ſive ꝓpoſit quibuſcunq; Et dc̄us Will'us Marſhall ꝑ eandem Indenturam convenit q̄d ipe dict Will'us Marſhall & hered' ſui meſſuagiū ſive ten̄tum & p̄miſſa p̄dc̄a cum pertin' & quamlibet partem inde (except p̄except) dicto Geoꝛgio Butterfield & hered' ſuis contra dictū Willm̄ Marſhall hered' & aſſign' ſuos warrantizarent & imꝑpetuū defenderent ꝑ eandem Indenturam Et dict Will'us Marſhall ꝓ ſeipſo hered' executoꝛ & aſſign' ſuis convenit conceſſit & agreavit ad & cum dicto Geoꝛgio Butterfield hered' executoꝛib' & aſſign' & quolibet eoꝛundm̄ ꝑ eandem Indentur' modo & foꝛma ſequen' videlt q̄d ipe dictus Will'us Marſhall ad tempus ſigillac̄onis & deliberac̄onis ejuſdem Indentur' ſtetit & fuit ſeiſit de & in dicto meſſuagio & pꝛemiſſis cum ꝑtin' & qualibet parte inde (except p̄except) de & in bono certo legali abſoluto & indefeſibili ſtatu hereditat in feodo ſimplici in poſſeſſione abſq; aliqua condic̄one vel limitac̄one aut al' materia vel re quacunq; in ull' al' perſona ſive perſonis quibuſcunq; ad alterand'

Habend.

Covent' del W.M. a garrant les premiſſes encount' luy & ſes Heires.

2. Covenant que il fuit ſeiſie en Fee &c. Et ſur ceſt Covenant le Breach en le Replic' eſt aſſigne.

3. Que il ad plein poyar, &c.

alterand' mutand' aut deſtruend' eundem Et q̄d ip̄e dict̄ Willūs Marſhall adtunc habuit bonum jus plenam poteſtatem & legalem authoritatem barganizare vendere & conveiare eadem meſſuagiū & p̄miſſa cum pertin' & quamlibet partem inde (except̄ p̄except) dicto Georgio Butterfield heredibꝰ & aſſign̄ ſuis modo & forma pred'

4. Que le Pl. quietment enjoiera &c. ſans aſcun Legal impediment de luy, &c.

Et q̄d ip̄e dict̄ Georgius Butterfield heredes & aſſign̄ ſui de tempore in tempus & ad omnia tempora extunc littime pacifice & quiete haberent tenerent & gauderent meſſuagiū & p̄miſſa p̄dca cum ptīn & quamlibet partem inde (except̄ p̄except̄) abſqꝫ ull' legal' impedimento moleſtac̄one aut interrupc̄one quibꝫcunqꝫ de ip̄o dc̄o Willō Marſhall hered' executoribꝰ vel aſſign' ſuis aut ull' al' ꝑſona ſive p̄ſonis litime claman̄ a ꝑ vel ſubter eum vel eos a quibꝰ ip̄e clamabat acetiam exonerat̄ acquietat̄ & liberat̄ de & ab omnibꝰ & omnimod' prior̄ & alijs barganijs vendic̄onibꝰ donis conceſſionibꝰ dimiſſionibꝰ ſtatibꝰ uſibꝰ voluntatibꝰ feod' talliat̄ Judicijs execuc̄onibꝰ ſtatutis recognic̄onibꝰ mortgagijs condic̄onibꝰ limitac̄onibꝰ fortisfacturis reddit̄ arreragijs reddit̄ juncturis tertia parte Anglice thirds ac de & ab om̄ibꝫ alijs titulis moleſtijs on̄ibꝰ & incumbrancijs quibuſcunqꝫ hit̄ fact̄ ꝑmiſſ' comiſſ' vel ꝑpetrat̄ Anglice done ꝑ ipm̄ dcm̄ Will'm Marſhall hered executores vel aſſign̄ ſuos aut per ull' al' perſonam vel perſonas quaſcunqꝫ l'itime claman' a per vel ſubt̄ eum eos aut aliquem eoꝝ Reddit' & ſervicijs que extunc forent debit' & ſolubil' capital' Dño ſive Dñis feodi aut feodoꝝ de quibꝰ p̄miſſa p̄d tunc fuer' aut extunc forent tent' ſolumodo except'

Et auxi *onerat' acquietat'* &c. de touts bargaines, &c. faits per luy. &c.

Les Rents & Services due al le Chiefe Seignior, &c. except.

5. Que il, &c. al coſts & charges del Pl. &c. voiloit faire touts auters aſſuranc' ou per *fine*, *feofment*, *recovery*, &c. ou per eux touts ou aſcun de eux, ou per aſcun auters means come le Pl. &c. deviſer'.

Et dc̄us Willūs Marſhall per eandem Indentur' ulterius ꝓ ſeipſo hered executoribꝰ & adminiſtratoribꝰ ſuis convenit conceſſit & agreavit ad & cum dc̄o Georgio Butterfield hered executoribꝰ adminiſtratoribꝰ & aſſign̄ ſuis q̄d ipſe dictus Willūs Marſhall & Maria ux' ejus & eoꝝ heredes ac om̄es & ſingul' al' perſona & perſone & eoꝝ heredes tunc h̄entes clamantes aut p̄tendentes h̄ere aut qui ad aliquod tempus extunc herent clamarent aut p̄tenderent here ull' legal' ſtatum jus titulum uſum intereſſe poſſeſſionem clameū vel demand de in ad vel ex meſſuagio & p̄miſſis p̄dcis cum pertin' aut aliqua parte inde (except' p̄except') de tempore in tempꝰ & ad oīa tempora extunc infra ſpacū ſeptem annoꝝ tunc ꝓx' ſequen' dat' ejuſdem Indentur̄ ſuper rōnabil' requiſicon' & ad cuſtagia & onera in lege dcī Georgij Butterfield hered & aſſign' ſuoꝝ facerent agerent cognoſcerent execut' forent performarent perficerent & finirent dc̄o Georgio Butterfield hered & aſſign' oīa & ſingula tal' ulterior̄ & al' legalia & rōnabilia actum & acta rem & res deviſamentū & deviſamenta aſſuranciam & conveianciam in lege quecunqꝫ ꝓ ulteriori meliori & magis perfecte aſſuran' ſecuran' certum facien' & conveian' p̃miſſ' p̃d cum pertin' & quamlibet partem eoꝝdem (except' p̃ excep') dc̃o Georgio Butterfield hered & aſſign' ſuis ut p̃dcm foret per finem vel fines feoffamentum recuperac̃onem vel recuperac̃ones cum duplici ſeu ſimplici vocat' ſive vocaribus factum vel facta irrotulat' vel non irrotulat' irrotulac̃onem ejuſdem Indenture relaxac̃onem confirmac̃onem cum warrantia vel abſq; warrantia ſive per o͠es quamlibet vel alteram eoꝝdem aut per ull' al' vias aut modos quecunq; put per dcm Georgium Butterfield hered vel aſſign' ſuos aut per ejus vel eoꝝ concilium in lege hujus Regni peritum rõnabilit' deviſat' & requiſit' foret

6. Que touts prior fines &c. ſeront al uſe del Pl. &c.

Et per Indenturam p̃dcam deniq; convent' conceſſ' concluſum & agreatum fuit per & inter partes p̃dcas ad eandem Indentur' p ſe hered executor' & aſſign̄ ſuis q͠d o͠ia fines feoffamenta recuperacon' & al' aſſuranc' & conveianc' antetunc h͠it fact' permiſſ' aut execut' ſive extunc h͠it fact' cognit' permiſſ' vel execut' fore de meſſuagio & p̃miſſis p̃d vel aliqua parte inde cum pertin' ſive de eiſdem meſſuagio & p̃miſſis vel aliquo eoꝝdem ſimulcum ull' al' meſſuagijs terris ten̄tis vel hereditamentis per vel inter dictas partes ad eandem Indentur' aut aliqm eaꝝ aut per & inter eaſdem partes vel aliquam eaꝝ ſimulcum aliquib' al' perſona ſive perſonis forent & operarent & per o͠es partes ad eandem Indentur' p ſe hered & aſſign' ſuis per eandem Indentur' declarat' fuer' fore & operare ſicut de p & concernen' meſſuagiũ & p̃miſſa in eadem Indentura particulariter p̃mencõnat' (except' p̃ excep') ad ſolum opus & uſum dcı Georgij Butterfield hered & aſſign' ſuoꝝ imperpm & ad & pro nullis al' uſu vel uſib' intencon' ſive ppõit' quibuſcunq;

7. Covenant ſur reaſonable requeſt a producer &c. en aſcun Court, &c. touts evidences concernant les premiſſes.

Ac dc̃us Willus Marſhall ulterius p ſeipſo hered executor' & aſſign' ſuis convenit conceſſit & agreavit ad & cum dc̃o Georgio Butterfield hered & aſſign' ſuis per eandem Indenturam q͠d ipſe dc̃us Willus Marſhall heredes & aſſign' ſui aut aliqui eoꝝ de tempore in tempus & ad o͠ia tempora extunc ſuper rõnabil' requiſicon' producerent & monſtrarent Anglice ſhew forth in aliqua Cur' aut Curijs de Recordo vel alibi o͠ia talia fca evidencias ſcripta & munimenta tangen' & concernen' dca p̃miſſa ſeu aliqm partem inde que ipſe vel ipſi h͠uer' aut here potuer' ſine ſecta aut ſectis in lege vel equitate (prout per Indenturam p̃dcam plenius liquet & apparet)

General performans pleade.

Et idem Nichus ulterius dic' q͠d p̃d Willus Marſhall heredes executores adminiſtratores & aſſign' ſui bene & fideliter obſervaver' performaver' perimplever' tenuer' & cuſtodiver' o͠mia & ſingula convenc̃ones conceſſiones articulos condic̃ones & agreamenta ex ejus & eorum partibus & vicibus obſervand performand perimplend tenend & cuſtodiend ſecdm formã & effectum Indenture illius & condic̃onis p̃d

Et hoc parat̄ eſt ꝟificare unde pet' Judicm̄ ſi p̄d Georgius Butterfield acc̄onem ſuam p̄dcam̄ ꝟſus eum here debeat &c.

Replicat.

Et p̄d Georgius dic̄ q̄d ipſe per aliqua p̄allegat̄ ab acc̄one ſua p̄d ꝟſus p̄fat̄ Nichum hend̄ p̄cludi non debet Quia proteſtando q̄d p̄d Will'us Marſhall non performavit aliq̄d in Indentura p̄d content̄ ex parte ſua perimplend' In facto idem Georgius dic̄ q̄d p̄d Will'us ad p̄d tempus ſigillac̄onis & delibac̄onis Indentur̄ p̄d non fuit ſeiſ̄ de puteo p̄d' in feodo ſimplici ſecundum formam & effectum convenc̄onis ſue p̄d' in Indentura p̄d' ſuperius content̄ prout p̄d' Nichus ſuperius plitando allegavit Et hoc petit q̄d inquiratur per priam. Demurrer, & Joinder en Demurrer.

Breach. Que le Pl. ne fuit ſeiſie en fee de le dit Well, Put le Def. per ſon Plea ad alledge, *Et hoc petit*, &c.

Un Exception fuit priſe per le Councel del Def. al le Replication, pur ceo que le Pl. ad aſſigne un Breach, que le Def. al temps de ſealer, *&c.* del dit Indenture, ne fuit ſeiſie en fee del dit Fontinel, lou ne fuit aſcun Covenant en le Indenture, que il fuit ſeiſie en fee de ceo. Et de ceſt Opinion fuit tout le Court, & per conſequence (coment que ne fuit expreſſment dit per le Court) que le ſecond Covenant, per que il covenant que il fuit ſeiſie en fee *de Meſſuagio & præmiſſis*, ne extend al primer, & que pur ceo le Replication ne fuit bone. Mes fuit dit per Juſtice *Powell* que le Pl. duiſſoit aver alledge que le Pl. n'ad aſcun poyar a granter le dit liberty a traher ewe hors de dit Fontinel.

Mes donc un Exception fuit priſe al Plea, que ceo ne fuit bone, car en le Indenture eſt un Covenant pur *quiet enjoyment* ſans interruption, *&c.* d'aſcun perſon claimant ſouth *W. M. &c. Ac etiam exonerat' acquietat'*, &c. *de & ab omnibus incumbranciis*, &c. Et al tiel Covenant le Plea de performance generalment, n'eſt bone; Mes le Def. duiſſoit aver plede que les terrs al temps del conveyance, ne fueront incumber en aſcun manner. Mes le Plea, come eſt ore, tantamount en effect, come ſi il ad dit, que il ad diſcharge les terrs de touts incumbrances, que ad eſtre male. En Debt ſur Obligation ove Condition que ſi le Pl. enjoyera tiels terrs diſcharge, ou auterment indempniſie de touts incumbrances, donc, *&c.* le Defendant plede, que le Plaintiff ad enjoy les terrs diſcharge de touts incumbrances; Et ſur Demurrer fuit adjudge que le Plea fuit male, pur ceo que il duiſſoit aver monſtre coment; Et le Plea en ceſt Caſe, eſt tout un en effect.

Et ouſter fuit object, Que le Plea ne fuit bone, en reſpect del Covenant pur ouſter Aſſurance, car ceo eſt que il ferra touts auters Aſſurances, ou per *Fine*, *Feoffment*, *Recovery*, ou per eux touts, ou aſcuns de eux, ou per auters means queux ſeront adviſe ou require per le Plaintiff ou ſon Councel; Et al ceſt Covenant il duiſſoit aver pleade, ou que nul ouſter Aſſurance fuit deviſe & require, ou que tiel Aſſurance fuit deviſe & require, & nul auter; & que il ad execute ceo que fuit deviſe & require. Et eſt communement plede en les Livers, *Quod Conſilium non dedit adviſament'*, que eſt un proofe que performance generalment n'eſt bone Plea. Ceſt Plea en effect eſt ſicome il ad dit en parols a large, que il ad fait tout ouſter Aſſurances, ou *per Fine*, *Feoffment*, &c. queux fueront adviſe & require, le quel ad eſtre ſtrange. Et ouſter, ceux deux Exceptions ſont prove per les Preſidents en *Co. Entr.* 65. *b.* & *c.* 135. *b.* & *c.* 147. *a. b.* & *c.* 244, 245, & 635. *a.* & *b.* queux fueront cite per le Councel del Plaintiff.

Mes le Court fuit de Opinion que le Plea fuit bone en ſubſtance, coment ne fuit le meileur ſort de pleder, come fuit dit per Juſtice *Powell*, que auxi dit que le meileur ſort de pleder performance del Covenants pur ouſter Aſſurance fuit, come eſt devant object; Et Juſtice *Powell* cite ceux Caſes a maintainer le Plea, *viz. Cro. Car.* 76. *Chapman*'s Caſe. 2 *Cro.* 281. *Briſcoe* & *King*'s Caſe, 2 *Mod. Rep.* 36. *Vide* ceux Caſes, & *nota*; Et a ceſt purpoſe *Lib. Placitandi* 193. & 3 *Cro.* 749.

Mes al darrein le Chief Juſtice diſt, Que admittant que le Barr ne fuit bone, uncore intant que appiert que le Plaintiff per ſon monſtrans demeſne n'ad aſcun cauſe d'Action, il ne poit aver Judgment, & iſſint fuit l'Opinion de tout le Court. Mes conge fuit done al Plaintiff a diſcontinuer. *Lutwyche* & *Hall* Accouncel ove le Pl. *Carthew* pro Def.

Peele v. *Evans.*

Attainder al le Old-Baily pur Burglary; pleade en Barr de Debt ſur Obl' port per le Adminiſtrator del Perſon attaint, *viz.* W. M.

Et p̃d' Laurentius Evans ꝑ J. S. Attoꝛn̄ ſuū ven̄ & defend' vim & injur' quando &c. & pet' audit' ſcripti pꝛed' & ei legitur &c. pet' etiam audit' pꝛed' literar' adminiſtrator' pꝛed' Archiepi & ei leguntur in hec v̾ba &c. Quibꝰ lectis & audit' idm̄ L. E. dic' q̃d pꝛed' J. P. acc̃onem ſuam pꝛed' v̾ſus eum habere non debet quia ꝓteſtando qd' p̃d' ſcript' obligator' in narr' p̃d' menc̃onat' & pꝛed' obligac̃o in pꝛed' literis adminiſtr' ſuperius ſpec̃ non ſunt un̄ & idem ſcriptū ꝓ placito idem L. dic' qd' ad general' Seſſion̄ Pacis Dn̄i Regis nunc tent' ꝓ Com̄ Midd' apud Hickſhall in St. John's-Street in eodem Com̄ Midd' die Martis ſcil't ſeptimo die Maij anno regni dicti Domini Gulielmi tertij Dei Gꝛa nunc Regis Angl' &c. ſeptimo coꝛam Henr' Duttoncolt Bar' &c. & al' Socijs ſuis Juſtic' dci Dn̄i Regis nunc ad Pacem in pꝛed' Com̄ Midd' conſervand' necnon ad diverſ̃ felon̄ tranſgr' & al' malefacta in eodem Com̄ ꝑpetrat' audiend' & terminand' aſſign̄ ꝑ ſacrm̄ J. H. &c. ꝓbor' & legaliū hominū pꝛed' Com̄ Midd' adtunc & ibm̄ jurat' & onerat' ad inquirend' ꝓ dc̃o Dño Rege ac cõrpoꝛe ejuſdm̄ Com̄ pꝛeſentat' exiſtit qd' pꝛed' W. M. ꝑ nomen de W. M. nuꝑ de paroch Scī Martini in Campis in Com̄ Mid' Labor' & quedm̄ M. M. ux' ejus alias dict' M. M. nuper de paroch pꝛed' in Com̄ pꝛed' Spinſter Quidm̄ J. S. nuꝑ de paroch pꝛed' in Com̄ pꝛed Labor' & J. T. nuꝑ de paroch pꝛed' in Com̄ pꝛed' Labor' decimo nono die Apꝛil' anno regni Dn̄i nri Willi tertij dei Gꝛa nunc Regis anglie &c. ſeptimo inter hoꝛas undecimā & duodecimā in nocte ejuſdem diei vi & armis &c. apud paroch pꝛed' in pꝛed' Com̄ Midd' domū manc̃onal' cujuſdm̄ T. M. ibm ſcituat' adtunc & ibm Felonice & Burglariter freger' & intraver' & pꝛefat' T. M. & J. ux' ejus in eadem domo manc̃onal' adtunc & ibm exiſten' adtunc & ibm in magno timoꝛe & periculo vitaꝝ ſuaꝝ felonice poſuer' ea intenc̃one ad bona & catalla & denar' ipſ̃ T. M. in eadem domo manc̃onal' adtunc & ibm exiſten̄ adtunc & ibm felonice & burglarit' furand' capiend' & aſpoꝛtand' contra Pacem dci Dni Regis nunc Coꝛon̄ & Dignitat' ſuas &c. per quod pꝛecept' fuit Vic' ejuſdem Com̄ Midd' quod non omittat &c. quin caperet pꝛefat' W. M. &c. ad reſpondend' &c. qd' quidem Indictament' pꝛefat' Juſtic' dci Dni Regis ad pacem poſtea ſcil't ad deliberacon̄ Goale dci Dni Regis de Newgate tent' ꝓ Com̄ Midd' pꝛed' apud Juſtice-Hall en le Old Bailie in Suburbijs Civitatis London die Mercur' ſcil't decimo octavo die ejuſdem menſis Maij anno ſeptimo ſup̄dicto coram T. L. Mil' Majore Civitat' London G. T. Mil' Capital' Juſtic' dci Dni Regis de Banco J. E. Mil' un' Baron' Scaccarij dci Dni Regis P. W. Mil' R. C. Mil' Aldermannis dce Civitat' London Salathiel Lovell Mil' Servien' ad legem ac Recordator' Civitat' London pred' & al' Socijs ſuis dci Dni Regis ad Gaolam ſuam de Newgate pred' de priſonar' in eadem exiſten' deliberand' aſſign' per manus ſuas propr' deliberaver' ibm in Cur' de Record' in forma Juris triand' &c. ſuper quo ad eandm̄ deliberacōnem Gaole dci Dni Regis de Newgate p̄d' tent' ꝑ pred' Com̄ Midd' apud Juſtice-Hall pred' dcō die Mercur' decimo octavo die Maij anno ſeptimo ſup̄dicto coram prefat' Juſtic' dci Dni Regis ult' nominat' & al' Socijs ſuis pred' vener' pred' W. M. &c. ſub cuſtod' J. S. Mil' & W. C. Mil' Vic' Com̄ Midd' pred' (in cuſtod' quor' ex cauſa pred' preantea comiſs' fuiſſent) ad barram ibm tunc duct' in propr' perſon' ſuis qui committebantur prefat' Vic' &c. Et ſtatim de felon' & burglar' pred' in indictament' pred' ſpec' eis ſuperius impoſit' ſeperatim allocut' qualit' ſe vellent inde acquietare ijdem W. M. & M. M. J. S. & J. T. ſeperatim tunc dixer' quod ipi non fuer' inde culp' & inde de bono & malo ſeperatim tunc poſuer' ſe ſuper priam Jō immediate inde ven jurat' coram prefat' Juſtic' dci Dni Regis ult' nominat' & al' Socijs ſuis pred' ibm &c. Et qui &c. ad recogn &c. Et jurator' Jur' illius ꝑ prefat' Vic' inde adtunc & ibm impanellat' ſcil't T. T. &c. exact' vener' qui ad veritat' de & ſup p̄miſs' p̄d dicend' elect' triat' & jurat' dixer' ſuper ſacrm ſuu q̄d pred' W. M. J. S. &c. fuer' culpabil' & quilibet eor' culpabilis fuit de felon & burglar' pred' in indictament' pred' ſuperius ſpec' eis ſuperius ſeperat' impoſit' modo & forma ꝓut per indictament' p̄d ſuperius verſus eos impoſit' fuit & q̄d pred' W. M. J. S. &c. null' habuer' bona ſeu catalla terras ſive tenementa ad notic' Jurator' p̄d & Jurator' pred' ulterius tunc dixer' ſup ſacrm ſuu p̄d qd p̄d M. M. non culpabil' fuit de felon & burglar' p̄d in indictament' pred' ſpecificat' ei ſuperius impoſit' ꝓut eadem M. M. ꝑ ſeipſ ſuperius plitando allegaſſet nec ſe ea occōne unquam retraxiſſet Et ſupinde ſtatim ꝑ pred' Cur' dci Dni Regis nunc coram prefat' Juſtic' ejuſdm Dni Regis ult' nominat' ibm ſepatim queſit' fuit de prefat' W. M. J. T. &c. ſi quid ꝓ ſe habuer' vel dicere ſciver' quare eadem Cur' ibm ad judic' & execucōn de eis ſuper veredicto pred' ꝓcedere non debuit qui nihil ulterius tunc dixer' preterquam ut prius dixiſſent ſup quo viſ' & per eandm Cur' ibm intellectis omnibus & ſingulis premiſſis conſ fuit ꝑ eandem Cur' ibm q̄d pred' W.

Plea.
Non culp'.

Verdict.

Judgment.

M. J. S. &c. per colla ſua ſuſpenderentur & quilibet eoꝝ per collum ſuũ ſuſpenderetur quouſqȝ &c. Et ulterius conſ̃ fuit ꝑ Cur̃ ibm qd̃ pred̃ M. M. de felon̄ & burglar̃ pred̃ in indictament pred̃ ſpec̃ ei ſuperius impoſit̃ foret quiet̃ & iret inde ſine die &c. prout ꝑ record̃ indictament̃ & attinct̃ pred̃ in dcã Cur̃ dci Dni Regis nunc coram Juſtic̃ ejuſdm Dni Regis ult̃ mencõnat̃ remanen̄ plenius apparet Et idem L. ulterius dic̃ qd̃ pred̃ judicm & attinctura adhuc remanent & exiſt' in ſuis plen̄ robore & effectu mio reverſat̃ revocat̃ vacat̃ ſeu adnihilat̃ cujus quidem felonie pretextu ac vigore judicij & attincture pred̃ pred̃ W. M. foriſfecit dco Dño Regi pred̃ debm ducentar̃ librar̃ Et hoc idem L. parat̃ eſt verificare unde pet̃ Judicm ſi pred̃ J. accõnem ſuam pred̃ verſus eum habere debeat &c. Cum hoc qd̃ idem L. ulterius verificare vult qd̃ pred̃ W. M. in narr̃ pred̃ ſuperius nominat̃ Et pred̃ W. M. in pred' recordo indicament̃ & attinctur̃ & conviccon̄ pred' ſunt un̄ & eadem perſona & non al' neqȝ divers̃ &c.

Averment que le Judgment eſt en pleine force.

Averment de Identity de Perſon.

Rud v. *Lowen.*

Winford. Hill. 12 Will. 3 Regis. Rot. 367.

Debt *v.* le Def. come Executor de *H. Taylor* pur 18 l. 4 s. 6 *d.*

Narr'. Sur Bill obligatory pur Payment de de 9 l. 2 s. 3 d. 29 Jun.

Bed' ſſ. Henricus Lowen nuꝑ de Villa Bedford in Com̃ p̃d' Inn-holder executor teſti Henrici Taylor nuper de Villa Bedford in Com̃ pred' Laniar̃ nuper dict̃ Henry Taylor of the Town of Bedford in the County of Bedford, Butcher, ſum̃ fuit ad reſpondend' Thome Rudd de plito q̃d reddat ei octodecim libras quatuor ſolid' & ſex denar̃ quos ei injuſte detinet &c. Et unde idem Thomas ꝑ Ric̃ Blower Attorn̄ ſuũ dic̃ q̃d cum pred' Henricus Taylor in vita ſua ſcil't viceſimo ſeptimo die Marcij anno Dni milleſimo ſexcenteſimo nonageſimo tertio apud Clapham ꝑ quandam billam ſuam obligatoriam quam idem Thomas ſigillo p̃d' Henrici Taylor ſignat̃ hic in Cur' ꝓfert cujus dat̃ eſt eiſdem die & anno cognoviſſet ſe debere & indebitat̃ fore eidem Thome in Summa novem librar̃ duor̃ ſolidor̃ & trium denarior̃ legalis monete Anglie ſolvend' p̃nominat̃ Thome Rudd hered' execut̃ adminiſtratoribus aut alteri eor̃ ſuper viceſimũ nonũ diem Junij px' ſequen' dat̃ bille pred' ad quam quidem ſolucõnem bene & fidelit̃ faciend' obligaſſet ſe heredes executores & adminiſtratores ſuos in ſumma octodecim librar̃ braꝝ quatuor ſolidoꝝ & ſex denar' conſimilis legalis monete Anglie firmit' per eandem billam p̄d' tamen Henricus Taylor in vita ſua Ac p̄d' Henricus Lowen poſt mortem p̄d' Henr' Taylor licet ſepius requiſit' p̄d' octodecim libras quatuor ſolid' & ſex denar' eidem Thome non reddider' ſet ill' ei reddere contradixer' ac p̄d' Henricus Lowen adhuc reddere contradic' ac injuſte detinet unde dic' q̄d deteriorat' eſt & dampnū habet ad valenciam decem libraꝝ Et inde ꝓduc' ſectam &c.

Et p̄d Henricus Lowen ꝑ Alexandrū Bolton Attorn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et dic' q̄d p̄d Thomas accōnem ſuam p̄d inde v̄ſus eum habere non debet quia dic' q̄d ipe idem Henricus Lowen plene adminiſtravit omnia bona & catalla que fuer' p̄d Henrici Taylor tempore mortis ſue in manib9 ſuis adminiſtrand̄ Et q̄d ipe idem Henricus Lowen nulla habet bona ſeu catalla que fuer' ipſ̄ Henrī Taylor tempore mortis ſue in manib9 ſuis adminiſtrand̄ nec habuit die impetracōnis brevis originalis ipſius Thome nec unquam poſtea Et hoc parat' eſt verificare unde pet' Judiciū ſi p̄d Thomas accōnem ſuam p̄d inde verſus eum habere debeat &c.

Barr. Per plene *adminiſtravit.*

Et p̄d Thomas dic' q̄d ipe per aliqua p̄allegat' ab accōne ſua p̄d habend̄ p̄cludi non debet quia dic' q̄d p̄d Henr' Lowen die impetracōnis brevis originalis ipſius Thome ſcilt ſeptimo die Novembris anno regni Dnī Regis nunc duodecimo habuit diꝟſa bona & catalla que fuer' p̄d Henr' Taylor tempore mortis ſue in manib9 ſuis adminiſtrand̄ ad valenc' debi p̄d unde eidem Thome de debo p̄d ſatisfeciſſe potuit videlt apud Clapham p̄d Et hoc pet' q̄d inquiratur ꝑ patriā &c.

Replic'. Et iſſue ſur ceo.

APres Verdict pur le Pl. & ſeveral Motions en arreſt de Judgment, le Judgment fuit arreſt, *quia* en le Declarat' fuit ſolement alledge, que le penal Sum en le Bill penal ne fuit pay & nemy que le 9 *l.* 2 *s.* 3 *d.* ne fuit pay. *Ja. Selby* pro Def. *Lutwyche* pro Quer'.

Treene v. *Hiccox.*

Winford. Mich. 13 W. 3. Regis. Rot. 574.

Debt pur 30 l.

Warr' ſſ. JOhannes Hiccox nuper de Bilton in Com̃ p̃d Yeoman al's dict' Johem Hiccoccocks de Bilton in Com̃ Warr' Yeoman ſum̃ fuit ad reſpondend̃ Sare Treene de plito qd̃ reddat ei triginta libras quas ei debet & injuſte detinet &c. & unde eadem Sara ꝑ Joſephum Clere Attorn̄ ſuũ dicit qd̃ cum

Narr'. Sur Oblꝰ fait 26 Martij, 3 Jac. 2.

p̃d' Johes viceſimo ſexto die Martij anno regni Dnĩ Jacobi ſecundi nuꝑ Regis Anglie &c. tertio apud Warr' ꝑ quoddam ſcriptũ ſuũ obligatorium conceſſiſſet ſe teneri p̃fat' Sare in p̃d triginta libris ſolvend' eid̃ Sare cum inde requiſit' fuiſſet p̃d tamen Johes licet ſepius requiſit' p̃d triginta libras eidem Sare nondum reddidit ſet ill' ei hucuſq; reddere contradixit & adhuc contradic̄ unde dicit qd̃ deteriorat' eſt & dampnũ habet ad valenciam decem librar̃ & inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptũ p̃dcm̃ qd' debitũ p̃d' in forma p̃d' teſtatur cujus dat' eſt die & anno ſup̃dict' &c.

Barr.

Et p̃d' Johes ꝑ Ricũ Arnold Attorn̄ ſuũ ven̄ & defend' vim & injur̃ quando &c. & petit audit' ſcripti p̃d' & ei legitur &c. petit etiam auditũ condic̄onis ejuſdem ſcripti & ei legitur in hec v̄ba: ſſ. The Condition of this Obligation is ſuch, That if the above-bounden *John Hiccocks*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly ſatisfy, content and pay or cauſe to be paid unto the above-named *Sarah Treene*, her Executors Adminiſtrators or Aſſigns, the Sum of Fifteen Pounds and Nine Shillings of good and lawful Money of *England*, at and upon the Nine and twentieth Day of *September* now next enſuing the Day of the Date hereof, without fraud or further delay, the Obligation above-written to be void, or elſe it to ſtand in force and virtue.

Le Condit' Que eſt pur le Payment de 15 l. 9 s. ſur le 29 jour de Sept. ꝓch' enſuant.

Le Def. plede Le Act de compoſition enter Debtors & leur Creditors, fait 1696.

Recital en le dit Act.

Quibꝰ lectis & auditis idem Johes dicit qd' p̃red' Sara acc̄onem ſuam p̃d' inde verſus eum habere ſeu manutenere non debet quia dicit qd' per quendm̃ Actũ Parliamenti fact' ad Parliament' inchoat' apud Weſtm̃ in Com̃ Midd' viceſimo ſecundo die Novembris anno Dnĩ milſimo ſexcenteſimo nonageſimo quinto & abinde continuat' ꝑ ſeperales Prorogac̄ones & Adjournamenta uſq; viceſimũ diem Octobris anno Dnĩ milſimo ſexcenteſimo nonageſimo ſexto & tunc & ibm̃ tent' recitando qd' cum multi debitores inħiles ſcĩ Anglice diſabled ꝑ dampna & infortunia ad ſolvend' tota deb̃a ſua fuer̃ ſepe volentes ad faciend' quam ſatiſfaccoñ potuer̃ ꝓ eiſdem ita qd’ gauderent libertat̃ ſuis ſuper rationabil’ agreament̃ vel compoſicon’ ſed quidam pauci Creditores inſiſtentes ſuper totis debis ſuis & executores adminiſtratores gardiani & fiduciar̃ Anglice Truſtees exiſteñ incapacitat’ ad faciend’ aliquam compoſicon’ tales debitores deſperantes ad vidend’ finem eoꝝ ꝑturbacon’ tranſportaver̃ ſeipſos & effectus ſuos ultra mare vel conſumpſer̃ eoſdem in priſonis aut ꝑtenſis privilegiat’ locis ad extremam ruinam ſuam & devener̃ inutiles regno & familijs ſuis onus relaconib⁹ ſuis ſive paroch in quib⁹ vixer̃ & omnes creditores ſui ꝑdider̃ qd’ habere poſſent ꝓ debis ſuis ꝓ remedio quoꝝ inter alia inactitat̃ fuit authoritat̃ ejuſdem Parliamenti qd’ licet & licitū foret ꝓ duabus tertijs partibus in numero & valore omniū realiū creditoꝝ eorum executorum adminiſtratorum Gardianorum & fiduciariorum & al’ ꝑſonaꝝ authorizat̃ ꝑ eos vel aliquem eoꝝ facere tal’ agreamentum ſeu compoſiconem qual’ putarent apt̃ & rationabil’ cum aliquo deboꝝ ſuoꝝ qui exiſten’ inhiles ad ſolvend’ tota deba ſua ſeipſos ſubtraxer̃ vel abſcondider̃ ab uſual’ locis eoꝝ com̄oracon’ ſive fuer’ vel devener’ priſonar’ ꝓ debo ante decimum ſeptimum diem Novembris in anno Dni mill’imo ſexcenteſimo nonageſimo ſexto & qd’ quodlibet tale agreament̃ vel compoſicō exiſteñ fact̃ ꝓ equali beneficio omniū creditorū in ꝓporcon’ ad reſpectiva deba ſua & ſubſcript̃ & ſigillat̃ ꝑ p̃d duas tertias partes vel plures in numero & valore abſq; aliquo ſecreto fraudulento vel collateral’ agreamento ꝓ aliquo majori advantagio quam in eodem expreſſ’ obligans foret & concluderet omnes al’ creditores executores adminiſtratores gardianos & fiduciar’ ſuos & omnes ꝑſonas authorizat̃ ꝑ vel clamantes ſub ipſis vel aliquo eorū tam plenar’ & effective ad omnia intenſa & ꝓpoſita ac ſi omnes & quilibet eorū actualit̃ facerent ſubſcriberent & ſigillarent faceret ſubſcriberet & ſigillaret tale agreament̃ & nullus executor adminiſtrator gardianus vel fiduciar’ foret onerabilis ſive computabilis ꝓ pluribus quam ipē vel ipā reciperet ꝓinde aliqua priore lege in contrar’ in aliquo modo non obſtante ꝓut ꝑ eundem Actum inter alia plenius apparet. Et idem Johes dicit q̃d bene & verum eſt q̃d ipē p̃d Johes cognovit ſe teneri & firmiter obligari p̃d Sare in triginta libris ꝓut p̃d Sara narravit & ſub condicone eidem Johi lecta ſed idem Johes in facto dicit q̃d ipē idem Johes ante & ſuper p̃d decimum ſeptimum diem Novembris in actu p̃ed mencōnat̃ necnon tempore edicōnis ejuſdem Actus apud Rugby in Com̄ Warr’ p̃d tittime & bona fide indebitat̃ fuit p̃d Sare & ſeparalib⁹ ꝑſonis hic poſtea nominat̃ creditorib⁹ ſuis in ſeperalibus denar̃ ſummis legalis monete

Le enacting part.

Que 2 tierce parts, &c. des Creditors poient faire agreement ove Debtors queux ont abſcond ou fuer Priſoners pur Debt, devant 17 Nov. 1696.

Les Choſes requiſite a faire le compoſit’ oblig’ a les auters Creditors.

Le Def. confeſs le Obl’ al Plaintiff. Mes que ſur & devant 17 Nov. il fuit indebt a diverſe, &c.

Le Act dit (*really indebted.*)

Les Noſmes de les Creditors & leur debts, & quant de eux fuit principal.

monete Anglie hic poſtea mencõnat' videlt pꝛed̄ Sare in viginti & duabus libꝛis quindecim ſolid̄ ſeptem denar' & un̄ obolo ſuper obligacõnem pꝛed̄ in narr' pꝛed̄ mencõnat' cujus quidem ſumme quindecim libr' tantummodo fuit pꝛincipal' debum Edꝛō Farndon in nonaginta libꝛis cujus quidem ſumme ſeptuagint' libr' tantummodo fuit pꝛincipal' debum Jacobo Chapman in trigint' libr' pꝛincipal' debo Thome Moꝛgan in treſdecim libꝛis & duodecim ſolid cujus quidem ſumme decem libr' tantummodo fuit pꝛincipal' debit' Ricō Elboꝛowe in ſexaginta & quinque libꝛis cujus quidem ſumme quinquaginta libr' tantummodo fuit pꝛincipale debum Samueli Mawde in ſexaginta & quatuoꝛ libꝛis cujus quidem ſumme quinquaginta libr' tantummodo fuit pꝛincipale debit' Jacobo Ruffhead in octo libꝛis pꝛincipal' debo Antonio Hancox in quindecim libꝛis & duodecim ſolidis cujus quidem ſumme duodecim libr' tantummodo fuit pꝛincipale debt' Thome Abbott fiduciar' Anglice Truſtee ꝓ quadm̄ Elizabetha Hamonds infra etat' viginti & unius annoꝝ exiſten̄ in triginta & novem libꝛis cujus quidem ſumme triginta libr' tantummodo fuit pꝛincipal' debit' Thome Langley in quindecim libꝛis pꝛincipal' debo Willo Cooke & Thome Miles in viginti & quinq; libꝛis & decem ſolid' cujus quidem ſumme viginti libr' tantummodo fuit pꝛincipal' debit' Que quidem ſeperal' debita ſuperius mencõnat' ante p̄dcm̄ decimm̄ ſeptimm̄ diem Novembꝛis in Actu p̄d' mencõnat' necnon tempoꝛe confeccõn̄ ſubſcripcon̄ & ſigillacon̄ ſcripti agreamenti ſive compoſicõnis hic poſtea mencõnat' fuer' & continuavert' realit' & bona fide debita ꝑ eundem Johem ſeperalibꝰ creditoꝛibꝰ ſuis pꝛed' reſpective videlt apud Rugby p̄d' & fuer' omnia deba ꝑ ipm̄ Johem ad aliqua eoꝛundem tempoꝝ debit' Et idem Johes ulterius dic' q̄d ipſe p̄d' Johes ꝑ dampna & infoꝛtunia exiſten̄ inhilis ad ſolvend' tota deba ſua p̄d' ꝓ evitacõne arreſtacõnis ꝓ non ſolucõne eoꝛundem ante pꝛed' decimū ſeptimū diem Novembꝛis ſcilt pꝛimo die Octobꝛis anno Dn̄i millimo ſexcenteſimo nonageſimo ſexto ſup̄dicto apud Rugby p̄d' ſeipm̄ ſubtraxit ac ab uſual' loco com̄oꝛantie ſue ſcituat' apud Bilton pꝛed' in Com̄ pꝛed' ubi ipſe idem Johes ꝑ multos annos tunc ult' elaps̄ inhitaſſet abſcondidit Et idem Johes ulterius in facto dicit qd' poſt edicõnem Actus Parliamenti p̄d' ſcilt pꝛimo die Maij Anno Dn̄i millimo ſexcenteſimo nonageſimo ſeptimo ipſe pꝛed' Johes ſic indebitat' & inhil' exiſten̄ & ſic ſubtract' & abſcondit' ſed volen̄ ad faciend' quam ſatisfaccõn potuit ꝓ debis ſuis p̄d' Edꝛus̄ Farndon Jacobus Chapman Thomas Moꝛgan Ricus̄ Elboꝛowe Samuel Mwade Jacobus Ruffhead Antonius Hancox Thomas Abbott Thomas Langley

Willus

Averment que le dits debts fueront touts les debts que il devoit al aſcun des dits temps. Que il abſcond pur debt devant le dit 17 jour de Nov. Le Compoſit' fait 1. Maij, 1697.

†

Willus Crooke & Thomas Miles exiſten̄ due tertie partes in numero & valore omniũ realiũ creditoꝝ ipſius Johis ut prefertur in ꝓſecuc̃one Anglice purſuance Actus Parliamenti pred' ꝑ quoddm̃ ſcriptũ cujus dat̃ eſt eiſdem die & anno & per eos adtunc & ibm̃ reſpective ſubſcript̃ & ſigillat̃ fecer̃ quoddam agreamentum & compoſic̃onem cum eodem Johe ſcilt q̄d ipſ̄ pred' Edrũs Farndon Jacobus Chapman Thomas Morgan Ricus Elborowe Samuel Mawde Jacobus Ruffhead Antonius Hancox Thomas Abbott Thomas Langley Willus Crooke & Thomas Miles eoꝝ ſepal' executor' & adminiſtrator' reſpective reciperent & acciperent de eodem Johe decem ſolid' ꝓ qualibet libra principalium debitorum quam idem Johes eiſdem creditoribus ſuis ſic ut prefertur debebat in plena ſatisfacc̃one omniũ deboꝝ ſuoꝝ ſic ut prefertur debit̃ ita q̄d p̄d' decem ſolid' ꝓ qualibet libra principaliũ deboꝝ ſuoꝝ ſic ut prefertur ſolut̃ forent eiſdem creditoribꝰ executoribꝰ vel adminiſtratoribꝰ ſuis infra terminũ vel ſpaciũ ſeptem menſiũ tunc ꝓx' ſequen̄ dat̃ ejuſdm̃ ſcripti compoſic̃onis quos quidem decem ſolid' ꝓ qualibet libra principaliũ deboꝝ ut prefertur ipe idem Johes adtunc & ibm agreavit ſolvere ſecundũ agreamentũ & compoſic̃onem pred' Que quidem compoſic̃o fact̃ fuit ꝓ equali beneficio omniũ creditorũ ipſius Johis in ꝓporc̃one ad reſpectiva deba ſua ſubſcript̃ & ſigillat̃ fuit ut p̃fertur abſq3 aliquo ſecreto fraudulent̃ ſeu collateral' agreamento ꝓ aliquo majori advantagio quam ut prefertur & ſecdm̃ veram intenc̃onem Actus Parliamenti p̄d' ſcilt apud Rugby p̄d' Et pred' Johes in facto dicit q̄d infra terminũ ſive ſpacium ſeptem menſiũ ꝓx' ſequen' dat̃ ejuſdem ſcripti compoſic̃onis ſcilt primo die Novembris anno Dnĩ millſimo ſexcenteſimo nonageſimo ſeptimo ſup̃dicto ipe idem Johes apud Rugby pred' reſpective ſolvebat pred' Edrõ Farndon Jacobo Chapman Thome Morgan Rico Elborowe Samueli Mawde Jacobo Ruffhead Antonio Hancox Thome Abbott Thome Langley Willo Crooke & Thome Miles decem ſolid' ꝓ qualibet libra principal' deborũ ſuorũ quam idem Johes eiſdem Edrõ Farndon Jacobo Chapman Thome Morgan Rico Elborowe Samueli Mawde Jacobo Ruffhead Antonio Hancox Thome Abbott Thome Langley Willo Crooke & Thome Miles ſic ut p̃fertur debebat in plena ſatisfaccon' omniũ deborũ ſuorũ ſecdm̃ veram intenc̃onem compoſic̃onis pred' Et idem Johes ulterius in facto dicit q̄d infra terminũ ſive ſpatiũ ſeptem menſiũ ꝓx' ſequen' dat̃ ſcripti compoſic̃onis p̄d' ſcilt eodem primo die Novembris anno Dnĩ millſimo ſexcenteſimo nonageſimo ſeptimo ſupradict̃ ipe idem Johes apud Rugby pred' de eod' agreament̃ pred' Sare dedit notitiam & adtunc & ibm obtulit ad ſolvend'

D'accepter 10s. per lib.

Ita quod ſeroit pay deins 7 mois.

Averment que le compoſit' fuit pur egal benefit de touts ſes Creditors &c.

Que il ad pay les auters Cred' acc' al Compoſit'.

Notice done al Pl. del Compoſit'.

Tender del compoſit' Argent al Pl.

Plt. refuſe de accepter ceo.

Touts temps priſt, &c.

Tender del Argent en Court.

pred' Sare decem ſolid' ꝑ qualibet libra de pred' quindecim libris exiſten' principal' debo q̄d ipſ̄ pred' Johes debuit prefat' Sare ut prefertur in toto ſe attingen' ad ſeptem libras & decem ſolid' in plena ſatiſfaccōne totius debi ſuper obligacon' pred' eidem Sare ꝑ pred' Johem ut prefertur debit' ſecdm̄ veram intencon̄ agreamenti p̄d' quas quidem ſeptem libras & decem ſolid̄ ſic ut p̄fertur oblat' p̄dcā Sara de eod̄ Johē recipere adtunc & ibm penitus recuſavit Et idem Johes ulterius dicit q̄d ipē idem Johes ſemper ab eiſdem die & anno ult' ſupradict' hucuſq; ibm parat' fuit & adhuc parat' exiſtit ad ſolvend̄ p̄fat' Sare p̄d ſeptem libras & decem ſolid̄ Et idem Johes eaſdm̄ ſeptem libras & decem ſolidos hic in Cur' ꝓfert parat' ad ſolvend̄ eid̄ Sare ſi eadem Sara ill' recipere velit Et hoc idem Johes parat' eſt ꝟificare unde petit Judicm̄ ſi pred̄ Sara accōnem ſuam pred' inde verſus eum habere ſeu manutenere debeat &c. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront priſe al Barr.

1. Que le commencement del Plea, & auxi le Concluſion de ceo eſteant ove un demand de Judgment ſi Action', *&c.* fuit male.
2. Que ne fuit alledge, que le Compoſit' fuit fait en temps de Roy, mes ſolement *in Anno Domini, &c.*
3. Que fuit dit que le Defendant abſcond devant le 17 jour de *November* devant le Act, lou il duiſſoit auxi eſtre averre, que il ad abſcond ſur ceſt jour.
4. Que il duiſt de averrer que les Debts mention en le Plea fueront touts les Debts que il devoit al temps de feſans del Compoſit'.
5. Que le Compoſit' fuit que aſcuns de les Creditors averont 10 *s.* *per lib.* pur leur principal Debts, & auxi pur le Intereſt due ſur eux, & aſcuns de eux fueront d'aver le dits 10 *s.* *per lib.* pur leur principal Debts ſolement, & per le Act le Compoſit' eſt d'eſtre fait pur le egal benefit de touts les Creditors.
6. Que le *Venue* eſt giſt al *Warwick*, & le Def. ad pleade tranſitory choſes en Barr, & ad alledge eux d'eſtre fait al *Rugby* en Com' *Warwick*, & il ne poiet alter le *Venue* per pleader tranſitory choſes en Barr.

Le Court, come a moy ſemble, fuit de Opinion, que le Barr fuit bone nient obſtant touts les dits Exceptions forſq; le darr' Except'. Et coment que fuit inſiſt per le Counſel del Def. Que *Warwick* fuit en le Margent del Declarat', que eſt d'eſtre intend le County de *Warwick*, & le Declarat' eſt que le Obligat' fuit fait al *Warwick*, que referrera al *Warwick* en le Margent; Uncore

Judgment fuit done pur le Plaintiff. Et fuit declare per le Court, que Judgment fuit done pur ceſt d'arr' Except' ſolement. *Carthew* fuit Accounſel ove le Pl. *Lutwyche* ove le Def.

Prynce v. *Crompton.*

Tempeſt. Mich. 12 W. 3. Regis. Rot. 349.

Salop' ſſ. WIll'us Crompton nup̱ de Vill' Salop in Com̄ p̄d Skinner al's dict' Will'um Crompton de Villa & Com̄ p̄d Skinner ſum̄ fuit ad reſpondend̄ Marie Prynce vid̄ adminiſtrat' bonoꝝ & catalloꝝ que fuer' Franc̄ Prynce Ar' nup̱ viri ſui qui obijt inteſtat' de p̱lito q̄d reddat ei quadraginta libr' quas ei injuſte detinet &c. Et unde eadem Maria p̱ Will̄m Carter Attorn̄ ſuū dic' q̄d cum p̄d Will'us Crompton decimo quarto die Julij anno regni Dn̄i Regis nunc & Dn̄e Marie nup̱ Regine Angl' &c. ſexto apud Vill' Salop' p̄d p̱ quoddam ſcriptū ſuū obligatorium conceſſiſſet ſe teneri p̄fat' Franciſco in vita ſua in p̄d quadraginta libr' ſolvend̄ eidem Franciſco cum inde requiſit' fuiſſet p̄d tamen Will'us Crompton licet ſepius requiſit' p̄d quadraginta libr' p̄fat' Franciſco in vita ſua ſeu p̄fat' Marie poſt mortem ipſius Franciſci (cui adminiſtrac̄o bonoꝝ & catalloꝝ que fuer' p̄fat' Franciſci tempore mortis ſue p̱ Thomam Providencia Divina Cantuar' nup̱ Archiep̄m totius Angl' Primat' & Metropolitan̄ viceſimo octavo die menſis Julij anno Dn̄i milleſimo ſexcenteſimo nonageſimo octavo apud London in parochia b'te Marie de Arcubʒ in warda de Cheape poſt mortem p̄d Franciſci com̄iſſa fuit) non reddidit ſed ill' ei reddere contradixit ac ill' eidem Marie adhuc reddere contradic' ac injuſte detinet unde dic' q̄d deteriorat' eſt & dampnū h̄et ad valenciam viginti libraꝝ. Et inde p̱duc' ſectam &c. Et p̱fert hic in Cur' tm̄ ſcriptū p̱ed' q̄d' deb̄m p̱edcm̄ in forma p̱edc̄a teſtatur cujus dat' eſt eiſdem die & anno ſupradict' &c. q̄m l'ras adminiſtratorias p̄fat' Archiepi que com̄iſſion̄ adminiſtracon̄ p̄d in forma p̱ed teſtantur quarum dat' ſunt die & anno ſupradictis &c.

Debt per Pl. come Adminiſtr' de F.P. pur 40 l.

Narr' ſur Obl' 14 Julij 6 W. & M.

Et p̱ed' Willus Crompton p̱ Andream Swift Attorn' ſuū ven' & defend' vim & injur' quando &c. Et pet' audit' ſcripti p̱ed' & ei legitur in hec verba: ſſ. Noverint univerſi p̱ p̄ſentes nos Georgiū Liveſey jun̄ de Villa & Com̄ Salop Watchmaker

Barr. Le Oblig' *in hæc verba.*

Georgiū

Le Condit', que eſt pur appearance de G. L. *Die Martis poſt Tres Mich.* a reſponder al W. C.

Plea de Stat. de 23 H. 6.

Georgiū Liveſey ſen̄ de Villa & Com̄ p̄d Watchmaker & Willielmū Crompton de Villa & Com̄ p̄d Skinner teneri & firmiter obligari Franciſco Prynce Ar' Vic' Com̄ p̄d in quadraginta libr' bone & legalis monete Angl' ſolvend' eidem Vic' aut ſuo certo attorn̄ executoribꝰ vel adminiſtratoribꝰ ſuis ad quam quidem ſolucon̄ bene & fideliter faciend' obligamus nos & quemlibt nr̄m ꝑ ſe ꝓ toto & in ſolido heredes executores & adminiſtratores noſtros firmiter ꝑ p̄ſentes ſigillis nr̄is ſigillat' Dat' decimo quarto die Julij anno regni Dn̄i & Dn̄e Willi & Marie Regis & Regine Angl' &c. ſexto Annoq; Dn̄i 1694. Pet' etiam auditū condicon̄ ejuſdem ſcripti Et ei legitur in hec v̄ba: ſc. The Condition of this Obligation is ſuch, That if the above-bounden *George Liveſey* jun' do appear coram d̄co Dn̄o Rege & Dn̄a Regina apud Weſtm̄ die Martis p̄x' poſt tres ſeptiman̄ S̄ci Michis p̄x' ad reſpondend' Will'o Colley de p̄lito tranſgr' Acetiam bille ipſius Willi Colley v̄ſus ipſum Georgium Liveſey jun̄ ꝑ decem libr' That then this preſent Obligation to be void and of none effect, or elſe the ſame to ſtand, remain and be in full power, force, effect and vertue. Quib; lc̄is & auditis idem Willus Crompton dic' q̄d ip̄e de debo p̄dc̄o virtute ſcripti p̄d onerari non debet quia dic' q̄d ante confecc̄onem ſcripti obligatorij p̄d ſcilt ꝑ quendam Actum f̄cm̄ in Parliament' Dn̄i Henr' nuper Regis Angl' &c. ſexti tent' apud Weſtm̄ in Com̄ Midd' viceſimo quinto die Februarij anno regni ſui viceſimo tertio inter al' inactitat' fuit authoritate ejuſdem Parliamenti q̄d om̄es Vic' Subvic' eor̄ Cl'ici Coronator̄ Seneſchall' Franches' Ballij & Cuſtod' priſonar' & al' Officiar' in div̄ſis Com̄ hujus Regni Angl' traderent extra priſonam omnimod' ꝑſon̄ ꝑ ip̄os aut ꝑ aliquem eor̄ arreſt' vel exiſten̄ in eor̄ cuſtod' virtute alicujus B̄ris Bille ſive Warrant' in aliqua acc̄one ꝑſonal' aut per cauſam Indictamenti de tranſgr̄ ſup̄ r̄onabil' fide juſſores ſufficien̄ perſon̄ hent' ſuffic' infra Com̄ ubi tal' ꝑſon̄ ſic foret tradit' ad ball' vel manucapt' ad cuſtod' eor̄ dies in talibꝰ locis qual' p̄d B̄re Bill' ſive Warrant' requirerent (tal' ꝑſon̄ vel ꝑſon' que fuer̄ ſive forent in eor̄ cuſtod' ꝑ condemnat' execut' capias utlagat' vel excōiat' ſecuritat' de pace & om̄ibꝰ tal' ꝑſon̄ que fuer̄ ſive forent com̄iſſ' ad cuſtod' ꝑ ſpeciale mandat' alicujus Juſtic' & Vagabund' recuſan̄ ſervire ſecundum formam Statuti de Laboratoribꝰ tantum̄odo except') Et q̄d null' Vic' nec aliqui Offic' vel Miniſt' p̄d caꝑent vel capi cauſarent vel facerent aliquam obligac̄onem ꝑ aliqua cauſa ſup̄dc̄a vel colore eor̄ Officij ſed ſolum̄odo ſemetipſis de aliqua ꝑſona nec ꝑ aliquas ꝑſonas que eſſet in eor̄ cuſtod' ꝑ curſum legis niſi ꝑ nomen eor̄ Officij & ſub condicon̄ ſcripti p̄d q̄d p̄d priſonat' comꝑent ad diem content' in dc̄is B̄ribꝰ ſive Warrant̄ p̄d & in talibꝰ locis qual' p̄d B̄re ſive Warrant̄ requiſ̄ & ſi aliqui p̄d Vic' vel al' Officiat̄ vel Miniſt̄r p̄d capent aliquam obligac̄onem in al' foꝛma coloꝛe Officioꝝ ſuoꝝ q̄d vacua foꝛet ꝑut ꝑ eundem Actum inter alia plenius liquet & apparet Et p̄d Willūs Crompton ulterius dic' q̄d poſt edic̄on Actus p̄d & ante p̄d tempus confeccōn ſcripti obligatoꝛij pꝛed Termino Sc̄i Trinitatis anno regni Dn̄i Regis nunc & Dn̄e Marie nuper Regine Anglie &c. ſexto p̄fat̄ Willūs Colley in condic̄one p̄d ſupius mencōnat̄ ꝓſecut̄ fuit extra Cur̄ dc̄i Dn̄i Regis nunc & Dn̄e Marie nuꝑ Regine Anglie &c. coꝛam ipſo Rege & Regina apud Weſtm̄ p̄d tunc exiſten̄ quoddam B̄re ipſoꝛum Dn̄i Regis nunc & Dn̄e Marie nuꝑ Regine de Latitat in nōie ipſius Willi Colley v̄ſus quendam Geoꝛgiū Liveſey juñ tunc Vic' Com̄ Salop' direct' ꝑ q̄d quidm̄ b̄re dc̄i Dn̄us Rex & Dn̄a Maria nuꝑ Regina Vic' Com̄ S. p̄d p̄cepet q̄d capet p̄fat̄ G. Liveſey juñ ſi &c. Et eum ſalvo cuſtod̄ &c. Ita q̄d ĥeret coꝛpꝰ ejus coꝛam dc̄o Dn̄o Rege nunc & Dn̄a Maria nuper Regina Anglie &c. die Lune ꝓx' poſt tres ſeptiman̄ Sc̄i Michis ad reſpondend̄ p̄fat̄ Willo Colley de ꝑlito tranſgr̄ Acetiam bille ipſius Willi Colley v̄ſus ipſum Geoꝛgium Liveſey juñ ꝓ decem lib̄r Pꝛetextu cujus quidem B̄ris eidem Vic' in foꝛma p̄d direct̄ p̄d Francus̄ Pꝛynce adtunc Vic' p̄d Com̄ Salop' exiſten̄ poſtea ſcilt p̄d decimo quarto die Julij anno regni dc̄i Dn̄i Regis nunc & Dn̄e Marie nuper Regine Angl' &c. ſexto ſup̄dicto p̄fat̄ Geoꝛgiū Liveſey in condic̄one p̄d ſuperius mencōnat̄ apud Vill' Salop' p̄d cepit & arreſtavit & p̄fat̄ Geoꝛgiū Liveſey jun' adtunc & ibm̄ in cuſtod̄ ſua virtute B̄ris p̄d & arreſtac' ill' adtunc & ibm̄ ĥuit & detinuit Pꝛefatoq; Geoꝛgio Liveſey in pꝛiſona ſub cuſtod' pꝛed' Franciſci tunc Vic' Com̄ ill' pꝛetextu B̄ris pꝛed' ut pꝛefertur exiſten̄ idem Willūs Crompton cum pꝛefat̄ Geoꝛgio Liveſey & quodam Geoꝛgio Liveſey ſen̄ poſtea ſcilt pꝛed' tempoꝛe confeccōn ſcripti obligat̄ ill' pꝛed' ſcriptum ſigillis ſuis ſigillat̄ & eidem Franciſco Pꝛynce ut eoꝝ fcm̄ delibat̄ conjunctim & diviſim debent̄ tent̄ & obligat̄ eidem Franciſco in pꝛed' quadꝛaginta lib̄r ſub condic̄one pꝛed' ꝓ eaſiamento & favoꝛe pꝛefat̄ Geoꝛgij Liveſey de impꝛiſonamento ſuo pꝛed' per pꝛed' Franciſcum demonſtrand' & ꝓ delibac̄one ſua abinde ĥend' & obtinend' quod quidem ſcriptum obligat̄ idem Francus̄ coloꝛe officij ſui de eodem Willo Crompton & pꝛed' Geoꝛgio Liveſey & Geoꝛgio Liveſey ſen' ꝓ comparent̄ pꝛefat̄ Geoꝛgij ad pꝛed' B̄re v̄ſus pꝛefat̄ Geoꝛgiū ſic ut pꝛefertur ꝓſecut̄ cepit contra foꝛmam Statuti pꝛed' videlt apud Vill' Salop' pꝛed' Et ſic idem Willūs Crompton dic' q̄d ſcriptum obligatoꝛiū pꝛed' hic in Cur̄ ꝓlat̄ in foꝛma pꝛed' & ex cauſa pꝛed' ut pꝛefertur capt̄ & fact' vigoꝛe Statuti pꝛed'

vacuū

Plea, que le dit *W.* **C.** en Trin. Term 6 **W. & M.** proſecute hors de B. R. un *Latitat* vers un G. L.

Retorn' die Lunæ poſt tres Mich. pur 10 l. & que per pretext del dit Briefe l'Inteſt' arreſt le dit G. L.

Et ſur ceo le Def. ove auters enſeale, &c. l'Oblig' en Narr', &c.

vacuū in lege exiſtit Et hoc idem Willus Crompton parat̄ eſt v̄ificare unde pet̄ Judicm̄ ſi ipſe idem Will'us Crompton de debo predc̄o virtute ſcripti obligatorij pred' onerari debeat, &c.

Replic. Que en Trin. Term, 6 W. & M. le dit W.C. proſecute hors de B. R. un *Latitat* vers le dit G. L.

Retorn' die Martis poſt tres Mich.

Et per vertue de dit Briefe l'Inteſt' de Pl. priſe le dit L.

Et ſur ceo l'Oblig' en Narr' fuit done.

Que al temps de confect' de dit Obl' le dit G.L. fuit en cuſtody del Inteſt' per vertue del dit darr' Briefe.

Et pred' Maria dic' q̄d ipſa per aliqua preallegata ab acc̄one ſua pred' hend' precludi non debet quia dic' q̄d ante pred' temp9 confeccon' ſcripti pred' ſcilt pred' Termino Sc̄e Trinitat̄ anno ſexto ſupradc̄o pred' Willus Colley ꝓſecut̄ fuit extra Cur̄ ipſorū Regis & Regine coram ipſo Rege & Regina apud Weſtm̄ pred' quoddam Br̄e ipſorū Regis & Regine de Latitat in nōie ipſius Willi Colley v̄ſus pred' Georgiū Liveſey jun̄ tunc Vic' pred' Com̄ Salop' direct̄ per quod eidem tunc Vic' precept̄ fuit q̄d caperet eundem Georgiū ſi invent̄ foret in ballia ſua Et eum ſalvo cuſtod' Ita q̄d h̄eret corpus ejus coram eiſdem Dn̄o Rege & Dn̄a Regina apud Weſtm̄ p̄d' die Martis ꝓx' poſt tres ſeptiman̄ Sc̄i Michis tunc ꝓx' ſequen' ad reſpondend' prefat̄ Willo Colley de pl̄ito tranſgr̄ Acetiam bille ipſius Willi Colley v̄ſus ipm̄ Georgiū ꝓ decem lib̄ virtute cujus quidem Br̄is pred' Franciſcus Prynce adtunc Vic' pred' Com' Salop' exiſten̄ poſtea & ante retorn̄ Br̄is pred' ſcilt pred' decimo quarto die Julij anno ſexto ſupradicto prefat̄ Georgiū Liveſey jun̄ apud Vill' Salop' pred' cepit & arreſtavit & prefat̄ Georgiū in cuſtodia ſua adtunc & ibm̄ huit & detinuit ſub arreſt' ill' quouſq; idem Willus Crompton cum prefat' Georgio Liveſey jun' & Georgio Liveſey ſen̄ poſtea ſcil't pred' tempore confeccon̄ ſcripti pred' per ſcriptū ill' ſigillis ſuis ſigillat̄ & eidem Franciſco adtunc & ibm̄ ut eorū fcm̄ delibat' devener̄ conjunctim & diviſim tent̄ & obligat̄ eidem Franciſco in pred' quadraginta lib̄ ſub condic̄one pred' ꝓ comparentia ipſius Georgij Liveſey jun' juxta exigentiam Br̄is ult̄ pred' Et eadem Maria ulterius dic' q̄d pred' Georgius Liveſey jun' tempore confeccon' ſcripti pred' fuit in priſona ſub cuſtodia ipſius Franciſci virtute Br̄is ult̄ pred' Et hoc parat' eſt v̄ificare unde pet̄ Judiciū & debm̄ ſuū pred' unacum dampnis ſuis occ̄one detencon' ill' ſibi adjudicari &c.

Def. moratur in lege. Eo q̄d non conſtat per Replicacon' pred' q̄d Vic' pred' Com̄ Salop' pred' Georgium capere vel arreſtare potuit virtute pred' Br̄is de Latitat in Replicacon' ill' ſupius menc̄onat̄ Necnon p̄d Maria ꝑ pl̄itū ſuū p̄d' trav̄ſat materiam mīe trav̄ſabil' q̄dq; Replicat̄ p̄d' eſt totalit̄ incert̄ & caret forma. Quer' jungit in moratione.

LE Court reſolve que le Briefe & Count en ceſt Caſe fueront male, quia *Francis Prynce*, al que le Pl. eſt Admin' ne fuit noſme en eux *nuper Vic' Com' Salop'*. *Lutwyche* fuit Accouncel ove le Pl. *Vide* le Caſe enter *Blewet & al'* v. *Appleby* en ceſt Liver.

Brinley

Brinley v. *Burgh.*

Tempeſt. Trin. 13 W. 3. Regis. Rot. 1457.

London ſſ. Thomas Burgh nup̄ de Civit̄ Coventr' in Com̄ ejuſdem Civit̄ Ar̄ & Gerrard Conyers nup̄ de London p̄d Mercator ſum̄ fuer̄ ad reſpond̄ Rico Brinley Gen̄ filio & adminiſtratori bonor̄ & catallor̄ que fuer̄ Rici Brinley patris ſui defunct̄ tempore mortis ſue qui obijt inteſtat̄ de plito q̄d reddant ei ducentas libras quas ei injuſte detinent &c. Et unde idem Ricus filius p̄ Iſaacum Jackſon Attorn̄ ſuū dic̄ Qd̄ quidm̄ Johes Heydon Mil̄ modo defunct̄ nup̄ dict̄ Johem Heydon de London Mil̄ in vita ſua ac in vita p̄d Rici Brinley patris ſcil't octavo die Martij anno Dn̄i milleſimo ſexcenteſimo ſexageſimo octavo apud London pred̄ videl't in paroch bt̄e Marie de Arcubus in warda de Cheape p̄ quoddm̄ ſcriptū ſuū obligatoriū ſigillo ſuo ſignat̄ & in Cur̄ hic p̄lat̄ geren̄ dat̄ eiſdem die & anno conceſſit ſe teneri & firmiter obligari p̄fat̄ Rico patri in ducentis libris ſolvend̄ eidem Rico patri cum inde poſtea requiſit̄ eſſet Qd̄q; poſt confeccon̄ ſcripti p̄d ſcilt triceſimo die Novembris anno Dn̄i milleſimo ſexcenteſimo nonageſimo quinto p̄d Johes Heydon ſeiſit̄ fuit in dn̄ico ſuo ut de feodo de & in diverſis terris teñtis & hereditamentis cum p̄tin̄ ſcituat̄ & exiſten̄ in partibꝰ tranſmarinis ſet infra dominia Dn̄i Regis nunc videlt in inſula de Bermudas in America in Indentur̄ hic poſtea mencōnat̄ expreſſis Et ſic inde ſeiſit̄ exiſten̄ ipe idem Johes Heydon p̄ quandm̄ Indentur̄ ſuam fcam̄ apud London pred̄ in parochia & warda pred' frauduleut̄ & ad intencon̄ ad decipiend̄ creditores ipſius Johis de juſtis & veris debis ſuis convenit cum quodam Thoma Burgh Ar̄ & Gerrard Conyers Turkey-Merchant hered̄ & aſſign̄ ſuis q̄d ipe dict̄ Johes Heydon & hered̄ ſui ſtarent & ſeiſit̄ exiſter̄ de & in terris & teñtis predcis̄ in Inſula de Bermudas pred̄ exiſten̄ in ſeperalibꝰ tenur̄ Marie White Vid̄ Marie Goodall Vid̄ Thome Watſon Johis Prieſtley Farmer Sare Appleby Vid̄ & Michis Burroughs ſeperal̄ aſſign̄ vel aſſign̄ ſuor̄ Et de & in omnibus domibus extradomibus edificijs ſtructuris horreis ſtabulis atrijs hortis pomarijs cortis vijs aquis aquedomibus Anglice Water-houſes ſepibus foſſis ſepimentis munimentis arboribus ſilvis ſilvis ceduis nomis̄ cedri cōis & cōis de paſture p̄ficuis com̄oditatibus advantagijs emolument̄ hereditamentis & apptinencijs quibuſcunq;

Debt pur 200 l. per Pl. come Admin' de R. B. ſon pere.

Narr'. Que Sir J. H. defunct' 8 Mar' 1668. deveigne oblige al Inteſt' en 200 l.

Que le dit Sir J. H. 3 Nov. 1695. fuit ſeiſie en Fee de divers terrs, &c. en *Bermudas.* Et iſſint ſeiſie, a defrauder ſes Cred' il covenant ove les Def. d'eſtoyer ſeiſie des dits terrs, &c.

cunqꝫ ibm pertinen' & de & in omnibus & ſingular' alijs terris teñtis & hereditament' cujuſdm' nature vel ſpeciei p̄d Johis Heydon qui ſcituat' fuer' & exiſten' in inſula de Bermudas cum pertin' ad uſum & com̄odum cujuſdm' Anne Bridges & heredum de corpore ſuo littime ꝓcreand' Et ꝓ defectu talis exit' ad uſum & com̄odum rect' hered' ipſius Johis Heydon imppetuu' Que quidm' ſeperal' parcel' Anglice Shares terre vel fundi & p̄miſs' cum teñtis & ſtructur' ſuꝑinde continebant ꝑ eſtimac̄onem ducent' viginti & quinqꝫ acras ſive plus ſive minus & ſcituat' jacen' & exiſten' fuer' in Sandys Tribe in dca' Inſula de Bermudas & in Somerſet-Iſland Hogg-Bay Ireland-Iſland Yates-Iſland & in peninſula de Crawle in dicta inſula de Bermudas vel alibi in inſula de Bermudas p̄dca' Poſtea ſcil't primo die Junij anno Dni' mill'imo ſexcenteſimo nonageſimo ſeptimo p̄d Johes Heydon apud London pred' in paroch & Warda pred' obijt inteſtat' Qꝫ poſt confecc̄on' ſcripti obligatorij pred' & in vita ipſius Johis Heydon ſcil't primo die Maij anno Dni' mill'imo ſexcenteſimo nonageſimo quarto p̄d Ricus̄ pater apud London pred' in parochia & warda pred' obijt inteſtat' poſt cujus mortem ſcil't triceſimo die Marcij anno Dni' millimo ſexcenteſimo nonageſimo nono adminiſtrac̄o omniu' & ſinguloꝝ bonoꝝ & catalloꝝ Jur' & creditoꝝ que fuer' pred' Rici Brinley patris tempore mortis ſue apud London p̄d in parochia & warda p̄d ꝑ Thomam Providentia Divina Cantuar' Archiepu' totius Anglie Primat' & Metropolitan' eid' Ric̄o Brinley modo queren' debo modo com̄iſſa fuit Qꝫ ꝑ quendm' Actum Parliamenti fact' ad Seſſion' Parliament' tent' apud Weſtm' in Com' Midd' decimo tertio die Novembris anno Dni' millimo ſexcenteſimo nonageſimo nono recitant' conveianc' p̄d de terris teñtis & hereditamentis in pred' inſula de Bermudas ꝑ Indentur' pred' inter al' & fiducias & alias materias pred' in Indentur' pred' menc̄onat' inter alia inactitat' fuit q̄d terre teñta hereditamenta & p̄miſſa p̄dca' in predca' inſula de Bermudas veſtit' & ſtabilit' forent vocat' veſted and ſetled in & ſuꝑ dict' Thomā Burgh & Gerrard Conyers & hered' ac aſſign' ſuos ac hered' & aſſign' ſuꝑviven' eorum imperpetuu' ſuper fiduciam tamen q̄d dicti Thomas Burgh & Gerrard Conyers vel ſuꝑviven' eoꝝ ſeu hered' tal' ſuperviven' cum omni convenieñ celerit' venderent & conveiar' ead' premiſſa tal' ꝑquiſitori voc' Purchaſer qual' quedm' Dna' Anna Boughton ſub manu & ſigillo ſuis approbaret Et ꝓ defectu tal' apꝓbacoñ poſt mortem dict' Dne' Anne Boughton optimo ꝑquiſitori qui haberi poterat ꝓinde Et q̄d dci' Thomas Burgh & Gerrard Conyers & ſuperviveñ eoꝝ ac hered' executor' & adminiſtrator' tal' ſuꝑviveñ locarent vocat' put forth monet' ſurgeñ

Al uſe de *A. Bridges* en tail gen' Rem. a ſes droit heirs demeſne.

Mort del Pere del Pl. 1 May 1694. Admin' committ al Pl. 30 Mar. 1699.

Private Act de Parliamt' fait 13 Nov. 1699.

Que les dits terrs &c. ſerront veſt en les Def. & lour Heires. ſur truſt a vender eux a tiel purchaſor que Dame *A. Boughton* approvera. Et ſi el moruſt, al meilleur Purchaſor que poit eſtre ewe.

per tal' vendicon̄ ad tal' intereſſe ſuper tal' mortgagia vel al' ſecuritat' qual' dc̄i fiduciarij apt' putarent & obtinerent cum conſenſu dc̄e Dn̄e Anne Boughton Et q̄d monet' ſic locand' ad intereſſe ut ſuppoſitum eſt unacum intereſſe & ꝑduccon̄ vocat' Improvement inde ſolut' forent ad & ꝑ dicta Anna Bridges Spinſter ad etatem ſuam viginti & unius annoꝝ vel diem maritagij ſui q̄d prius contingeret Proviſo tamen q̄d nichil in eodem actu content' extenderet deprivare adminiſtratores dc̄i Ric̄i Brinley defunct' de aliquo beneficio q̄d tunc habuer' in lege vel equitate ad onerand' dc̄as terras & premiſſa ad ſatisfaciend' debm ꝑ ſcriptum obligatorium ducentaꝝ libraꝝ allegat' intrari voc' entred into ꝑ dc̄m Johem Heydon dicto Ric̄o Brinley defunct' geren̄ dat' octavo die Martij anno Dn̄i milleſimo ſexcenteſimo ſexageſimo octavo (exiſten̄ ſcriptū obligatorium pred̄ hic in Cur' ꝓlat') in caſu ſcriptum obligatorium illud ꝓbat' foret eſſe factum ipſius Johis Heydon & dictum clamat' debm vel aliquam partem inde mīe ſatisfact' & dict' terras & premiſſa ſubject' ſolucōni inde ſet q̄d in tali caſu dc̄i fiduciarij ſolverent debitum ill' quando recuperat' extra dict' perquiſit' monet' ꝑut ꝑ actum illum plenius liquet & apparet Et idem Ricus Brinley filius in facto dic' q̄d virtute actus illius pred' Thomas Burgh & Gerrard Conyers poſt confeccon' ejuſdem Actus & ante impetracon̄ bris original' p̄d' apud London' pred' in paroch & warda predc̄a cum conſenſu pred' Dn̄e Anne Boughton ſecdm formam & effectum ſtatuti p̄d' vendider' & conveiaverunt terras & p̄miſſa predc̄a cum ꝑtin̄ in inſula de Bermudas p̄dict' ꝑſone eid' Ric̄o Brinley filio penitus ignot' ꝓ denar' ſumma eid' Ric̄o Brinley filio etiam ignot' ſet per multum exceden̄ ſummam ducentarum librarum ac monet' ill' ibm in manus ſuas receper' & adhuc retinent ſcil't apud London̄ p̄d' in parochia & warda p̄d' Et idem Ricus filius ulterius dic' q̄d p̄d' ducent' libre in ſcripto obligatorio p̄d' mencōnat' vel aliqua pars inde adhuc mīe ſolut' ſeu ſatisfact' fuit Et idem Ricus filius ulterius in facto dic' q̄d tempore vendicon̄ pred' ac tempore confeccon̄ Actus p̄d' vere & juſte debit' fuiſſ' & adhuc exiſtit eid' Ric̄o Brinley filio (ut adminiſtrat' in forma pred' ſup ſcriptum obligatorium predcm) ſumma ducentaꝝ libraꝝ ſcilt apud London pred' in paroch & warda p̄d' Et pred' terre & premiſſa p̄dc̄a cum ꝑtin̄ tempore confeccon̄ Actus p̄dict' ac mortis ipſ Johis Heydon necnon tempore vendicon̄ p̄d' ſubject' fuer' ſolucōni debi p̄d' ducentaꝝ libraꝝ eo q̄d conveianc' pred' fraudulent' & ad intencon̄ decipiend' creditores ipſ Johis Heydon de veris & juſtis debis ſuis ꝑ ipm Johem ut prefertur fact' fuit que omnia pred' Ricus filius ꝓbare poteſt ac ratione premiſſoꝝ actō accrevit eid' Ric̄o Brinley filio ut admi-

Et que l'argent ſerra miſe al intereſt, &c. & pay al dit *A, Bridges* al Age de 21.

Proviſo, que l'Act ne deprivera l'admin' de R.B. le inteſt' d'aſcun benefit que'ils donc avoient a charger les dits terrs a ſatisfier le dit Obl' mes que les Truſtees payeront le dit debt quand recover, &c.

Les Truſtees vend les terrs acc' al Act pur un ſum ouſter 200 l.

Averment que le debt n'eſt ſatisfie.

Et que les dits terrs fueront ſubject al payment del dit debt, entant que le dit conveyance fuit fraudulent.

adminiſtratori in forma pred' ad exigend' & habend' de prefat Thoma Burgh & Gerrard Conyers p̄d' debm ducentarum librarum ex monet pred' ſolvend' ſuper ſcriptū obligatorium p̄d' ſic ut prefertur vere & juſte debit pred' tamen Thomas Burgh & Gerrard Conyers (licet ſepius requiſit) pred' ſummam ducent librarum aut aliquem inde denar eid' Ric̄o Brinley filio nondum reddider' ſet ill' ei hucuſq; reddere omnino contradixer & adhuc contradicunt & injuſte detinent ad dampnū ipſius Rici Brinley filij viginti librarum Et inde p̄duc' ſectam &c. Et p̄fert hic in Cur' idem Ricus̄ Brinley filius literas adminiſtrator' p̄dict que commiſſionē adminiſtracōn p̄dict in forma predict teſtantur quarum dat eſt die & anno ſupradict &c. Cum hoc qd' idem Ricus̄ filius verificare vult qd' pred' Johes Heydon Mil' in ſcripto obligatorio in Actu predict & in modo narracon' ipſ Ric̄i mencōnat eſt una & eadem pſona & non alia neq; diverſa Dōcq; Ric̄us Brinley in actu pred' & in modo narracōne ipſius Ricī filij eſt una & eadē pſona & non alia neq; diverſa Dōcq; ſcriptū obligator in actu predict & in modo narracōne ipſius Ricī mencōnat eſt un' & idem ſcriptū obligatorium &c. Demurrer, & Joinder en Demurrer.

Averment de Identities, &c.

JUdgment pur le Def. pur ceo que le matter compriſe en le Declaration fuit ſolement matter de Truſt & meerement proper pur un Court de Equity, en quel Suit le dit *Anne Briges* devoit eſtre party. Mes riens fuit dit per le Court Expreſment, ou les terrs fueront en le nature de perſonal Aſſets, *&c.* ou nemy. Et *vide* pur ceo *Noel* & *Robinſon*'s Caſe, 2 *Ven.* 358. que fuit cite en ceo Caſe; a prover que les terrs icy fueront come perſonal Aſſets, *&c.* *Lutwyche* fuit Accounſel ove le Pl.

Beale & Ux' v. *Simpſon.*

Winford. Hill. 9 W. 3. Regis. Rot. 321.

Ebor' ſſ. WJll'us Simpſon nuper de Manſfield in Com̄ Nott' Armig' Capitalis Ballius libertat' Honoris de Pontefract in Com̄ Eboꝝ p̄d ſum̄ fuit ad reſpondend̄ Henr' Beale Ar' & Hanne uxori ejus adminiſtratrici bonoꝝ & catalloꝝ que fuer' Johis Stanhope Ar' cum Teſtam̄ ad adminiſtrac̄onem annex' duran̄ minore etate Marie Stanhope & Hanne Stanhope filiaꝝ & reſiduar' legatar' p̄fat' Johis de plito q̄d reddat eis ducentas & tres libras & decem ſolid̄ quos eis injuſte detinet &c. Et unde ijdem Henr' & Hanna ux' ejus ꝑ Laurenc' Breres Attorn̄ ſuū dic' q̄d cum ipſi ijdem Henr' & ux' ejus al's ſcilt Termino Sc̄e Trinitatis anno regni Dn̄i Regis nunc octavo coram Georgio Treby Mil' & ſocijs ſuis tunc Juſtic' ipſius Dn̄i Regis de Banco hic ſcil't apud Weſtm̄ ꝑ conſ̄ ejuſdem Cur' recuꝑaſſent ꝑ nomen Henr' Beale Armig' & Hanne uxoris ejus adminiſtratric' bonoꝝ & catalloꝝ que fuer' Johis Stanhope Armig' cum Teſtamento ad adminiſtrac̄onem annex' duran̄ minori etate Marie Stanhope & Hanne Stanhope filiaꝝ & reſiduar' legatar' p̄fat' Johis v̄ſus quendam Ric̄um Dickins Gen̄ tunc & adhuc un̄ Attorn̄ dc̄e Cur̄ dc̄i Dn̄i Riſ̄ de Banco p̄d hic ꝑ noēn Ric̄ Dickins Gen̄ un̄ Attorn̄ dc̄e Cur' Dn̄i Riſ̄ de Banco p̄d' al's dict' Richard̄ Dickins de Leeds in Com̄ Eboꝝ Gen̄ ſuꝑ quoddam ſcriptum obligatorium ꝑ p̄fat' Ric̄um p̄fat' Johi Stanhope in vita ſua apud Leeds p̄d fact' ſigillat' & delibat' tam quoddam debitum ducentaꝝ libraꝝ quam ſeptuaginta ſolid̄ qui eiſdem Henr̄ & Hanne uxori ejus in eadem Cur̄ dc̄i Dn̄i Regis de Banco p̄dc̄o hic adjudicat' fuer̄ ꝓ dampnis ſuis que h̄uer̄ occ̄one detenc̄onis debi illius unde convict' eſt ꝓut ꝑ record̄ & ꝓceſs' inde in p̄dc̄a Cur̄ dc̄i Dn̄i Regis de Banco p̄dc̄o hic ſcilt apud Weſtm̄ p̄d reſiden̄ liquet manifeſte Cumqꝫ etiam ijdem Heur̄ & Hanna ux' ejus ꝓ obtenc̄one execuc̄onis Judicij p̄d poſtea eodem Termino Sc̄e Trinitatis ꝓſecut' fuiſſent extra p̄d Cur̄ dc̄i Dn̄i Regis de Banco p̄dc̄o hic quoddam br̄e ipſius Dn̄i Regis de Capias ad ſatisfaciend̄ de & ſuꝑ Judicio p̄dc̄o v̄ſus p̄fat' Ric̄um tunc Vic' Com̄ Eboꝝ p̄d direct' per quod quidem br̄e dc̄us Dn̄us Rex nunc eidem tunc Vic' Eboꝝ p̄d p̄cepit q̄d caperet p̄fat' Ric̄um ſi &c. & eum ſalvo &c. Jta q̄d h̄eret corpus ejus coram Juſtic' dc̄i Dn̄i Regis hic ſcil't apud Weſtm̄ p̄d die Sabbati ꝓx' poſt quindenam Sc̄i Martini tunc ꝓx' ſequen̄ ad ſatisfaciend'

Debt pur 203 l. 10 s. ſur un eſcape de R. D. hors de Execut'.

Narr'.

Le Judgment en C.B. Trin. 8 W. 3.

Ca. ſa. en meſme le Term.

Retorn' *Quinden' Sti. Martini.*

1 *Aug. eod. anno*, Garrant de Vic' de York al Bailiff de liberty de Pontefract.

1 Nov. en meſme l'ann le Def. D. priſe en Execut' per le oreDef. donc Bailiff de dit Liberty.

Eſcape al Leeds, 3 Feb.

Commiſſion d'adminiſtr' al Pl. Hanna per le Archeveſque de York.

faciend̄ eiſdem Henr̄ & Hanne uxori ejus de debo & dampnis p̄d in forma p̄d recuperat̄ virtute cujus quidem b̄ris Johes Bradſhaw Ar̄ adtunc Vic̄ Com̄ Ebor̄ p̄d exiſten̄ poſtea ſcil't primo die Auguſti anno octavo ſupradicto apud Leeds p̄d fecit & direxit quoddam warrant̄ ſuū in ſcriptis ſigillo Officij ſui Vic̄ Com̄ Ebor̄ p̄d ſigillat̄ Capitali Ballio libtat̄ Honoris de Pontefract̄ in Com̄ Ebor̄ p̄d direct̄ qui quidem Capitalis Ball'ius adtunc huit & adhuc h̄et plenam execuc̄onem & retorn̄ om̄ b̄rm̄ p̄cept̄ & warrant̄ infra eandem libtatem & cui execuc̄o b̄ris pred̄ totalit̄ ꝑtinuit faciend̄ eo q̄d execuc̄o inde extra eandem libtatem fieri facere non potuit ꝑ quod quidem warrant̄ prefat̄ Johes Bradſhaw Capitali Ballio libtat̄ Honoris de Pontefract̄ pred̄ precepit q̄d idem Ballius caperet prefat̄ Ric̄um ſi &c. & eum ſalvo &c. Ita q̄d prefat̄ Johes Bradſhaw heret corpus prefat̄ Ric̄i coram pred̄ Juſtic̄ dc̄i Dn̄i Regis hic ſcilt apud Weſtm̄ pred̄ predc̄o die Sabbati px' poſt pred̄ quindenam Sc̄i Martini ad ſatisfaciend̄ eiſdem Henr̄ & Hanne uxori ejus de debo & dampnis pred̄ virtute cujus quidem warranti pred̄ Willus Simpſon poſtea & ante retorn̄ b̄ris & warrant̄ pred̄ ſcilt primo die Novembr̄ anno regni dc̄i Dn̄i Regis nunc octavo ſupradicto (eodem Willo adtunc exiſten̄ Capitali Ballio pred̄ libtatis Honoris de Pontefract̄ pred̄) apud Leeds pred̄ (que quidem Villa de Leeds eſt infra libtatem pred̄) prefat̄ Ric̄um cepit & arreſtavit & prefat̄ Ric̄um in cuſtōdia ſua in execuc̄one ꝓ debo & dampnis predcīs virtute warrant̄ pred̄ adtunc & ib̄m huit & detinuit Prefatoq; Ric̄o ſic in priſona ſub cuſtodia pred̄ Willi in execuc̄one ꝓ debo & dampnis predcīs ut prefertur exiſten̄ predict̄ Willus poſtea ſcil't tertio die Febr̄ anno octavo ſup̄dicto (p̄d Willo adtunc & adhuc exiſten̄ Capital' Ball' libtat' Honoris de Pontefract̄ pred') prefat̄ Ric̄um apud Leeds pred̄ ſine precept̄ ipſor̄ Henr̄ & Hanne ux' ejus vel eor̄ alterius ac ſine licencia ſua & contra voluntatem ipſor̄ Henr̄ & Hanne uxoris ejus extra cuſtodiam ſuam evadere & ad largum que voluit libere ire ꝑmiſit (ipſis Henr̄ & Hanna uxore ejus vel eor̄ altero de debo & dampnis pred' ſic ut prefertur recuꝑat̄ adtunc & adhuc mīe ſatisfact' ſive ſolut' exiſten̄) ꝑ quod acc̄o accrevit eiſdem Henr̄ & Hanne uxori ejus ad exigend̄ & hend̄ de pred̄ Will'o pred̄ ducentas & tres libras & decem ſolid̄ pred' tamen Willus licet ſepius requiſit' pred' ducentas & tres libras & decem ſolid' eiſdem Henr̄ & Hanne uxori ejus (cui adminiſtrac̄o cum Teſt̄o anner' omniū bonor̄ & catallorū que fuer̄ prefat̄ Johis Stanhope tempore mortis ſue duran' minori etate pred' Marie & Hanne Stanhope filiarū & reſiduat̄ legatat̄ prefat̄ Johis Stanhope que ſupſtes & in plena vita ac adhuc infra etatem exiſtunt ꝑ Johem Providencia Divina

Archiepm̄ Eboꝝ Anglie Primat̄ & Metropolitan̄ viceſimo nono die Junij an̄o regni dc̄i Dn̄i Regis nunc & Dn̄e Marie ſecunde nuꝑ Regine Anglie &c. quinto apud Leeds pred' poſt mortem prefat̄ Johis Stanhope kittime commiſſa fuit) nec alteri eorum reddidit ſed ill' eis ſive eoꝝ alteri reddere hucuſq; om̄io contradixit & adhuc contradic' ac injuſte detinet unde ijdem Henr̄ & Hanna ux' ejus dic' q̄d deteriorat̄ ſunt & dampnū hent ad valenciam quadraginta librarū Et inde ꝓduc' ſectam &c. Et ꝓferunt hic in Cur̄ lr̄as adminiſtratorias cum Teſto annex' pred' Archiepi que com̄iſſionem adminiſtrac̄onis pred' in forma pred' teſtantur &c.

Barr.

Et pred' Will'us Simpſon ꝑ Henr̄ Wood Attorn̄ ſuū ven̄ & defend vim & injur̄ quando &c. Et dic' q̄d pred' Henr̄ & Hanna actionem ſuam pred' inde verſus eum here non debent quia dic' q̄d ante pred' tempus quo ſupponitur pred' eſcapiam pred' Ric̄i Dickins ſeu permiſſion̄ evac̄onis ejus extra cuſtodiam ipſius Will'i fieri ſcilt viceſimo tertio die Januarij anno regni Dn̄i Regis nunc octavo ſupradicto quoddam br̄e ipſius Dn̄i Regis de heas corpꝰ emanavit extra Cur̄ ejuſdem Dn̄i Regis de Banco hic ſcilt apud Weſtm' in Com' Midd' ball' libtat̄ Honoris de Pontefract p̄d' direct̄ ꝑ quod quidem br̄e idem Dn̄us Rex prefat̄ ballio libtat̄ pred' precepit qd corpꝰ pred' Ric̄i Dickins in priſona dc̄i Dn̄i Regis ſub cuſtodia prefat̄ ballij detent̄ unacum die & cauſa capc̄onis & detenc̄onis ſue quocunq; noīe idem Ricus̄ cenſeretur in eadem heret coram Juſtic' ipſius Dn̄i Regis hic ſcilt apud Weſtm̄ pred' die Sabbati ꝓx' poſt Craſt' Purificacon' btē Marie tunc ꝓx' ſequen' ad faciend' & recipiend' q̄d eadem Cur' hic de eo adtunc & ibm conſideraret in ea parte Et q̄d idem ball'ius heret ibi tunc br̄e ill' quod quidem br̄e poſtea & ante pred' tempꝰ quo ſupponitur eſcapia pred' ꝑmiſſ' fuiſſe ſcilt viceſimo ſeptimo die Januarij anno octavo ſupradicto apud Leeds pred' prefat̄ Will'o adtunc & adhuc ballio libtat̄ pred' exiſten̄ in forma juris exequend' delibat̄ fuit virtute cujus quidem br̄is idem Will'us poſtea & ante retorn' inde ſcilt pred' tertio die Februarij anno octavo ſupradicto apud Leeds pred' corpꝰ pred' Ric̄i extra priſonam & gaolam dc̄i Dn̄i Regis libtat̄ pred' cepit & a priſona pred' c̄oi & ꝓpinqua via uſq; ad Weſtm̄ pred' ſub cuſtodia ipſius Will'i duxit & in Cur̄ hic ad retorn̄ br̄is pred' huit juxta exigentiam ejuſdem br̄is ac eidem Cur̄ hic in quadam ſchedula eidem br̄i annex' diem & cauſam capc̄onis & detenc̄onis ejuſdem Ric̄i retornavit in forma ſequen' videl't q̄d ante adventum br̄is illius dc̄us Ricus̄ capt̄ fuit infra libtatem pred' & in priſona dicti Domini Regis ſub cuſtodia ipſius Will'i detent̄

Que devant l'eſcape ſuppoſe. *Scilt'* 23 *Jan'* &c. un Briefe de *Ha. corpus* iſſue, &c.

Retorn' *Cras Pur'*.

Delivery del dit Briefe al Def. &c. 27 Jan. &c. Per vertue de dit Briefe il ad le corps de D. en Court al ret' de ceo.

Returne de cauſe de ſon commitment

Commitmt' de D. al Priſon del Fleet.

Que eſt meſme l'Eſcape, &c.

detent̄ exiſtebat virtute pred' warranti in Narrac̄one pred' menc̄onat̄ ꝓ debo & dampnis pred' in Narrac̄one ill' ſpecificat̄ Et q̄d ill' fuit unica cauſa capc̄onis & detenc̄onis pred' Ric̄i in priſona & cuſtod' pred' quam unacum corpore ejuſdem Ric̄i ad diē & locum in b̄ri de heas corp⁹ pred' menc̄onat̄ ſecundum exigentiam br̄is illius parat̄ huit & ſuꝑinde idem Ric̄us adtunc ſcil't ad pred' diem retorn̄ ejuſdem br̄is ꝑ eandem Cur̄ hic comiſſ' fuit priſone dicti Domini Regis de le Fleet occ̄one pred' ibm remanſur̄ quouſq; &c. ꝓut ꝑ record' br̄is illius & pred' retorn' inde ac comiſſionis pred' in Cur̄ hic remanen' plenius liquet & apparet Que quidem capc̄o ejuſdem Ric̄i extra priſonam & gaolam p̄d & ducc̄o ejuſdem Ric̄i a priſona illa uſq; ad Weſtm̄ pred̄ ex cauſa predc̄a fact̄ eſt eadem eſcapia ſeu permiſſio ejuſdem Ricardi extra cuſtodiam ipſius Willielmi evadere & ad largum ire unde pred̄ Henr' & Hanna ſuper ſe modo queruntur Et hoc parat' eſt verificare unde pet̄ Judicm̄ ſi pred̄ Henr' & Hanna acc̄onem ſuam p̄d inde verſus eum habere debeat &c.

Replic'. Proteſt' que le dit Briefe de *Ha. Cor.* ne fuit deliver al Def. devant l'Eſcape. Que 28 Nov. &c. un *Ha. Cor.* iſſue.

Ret' *Octabis Hill'.*

Et p̄d Henr' & Hanna ux' ejus ꝓteſtando q̄d p̄dcm̄ br̄e de Habeas corpus in p̄dc̄o placito p̄dc̄i Willielmi ſuperius menc̄onat̄ ante p̄d tempus eſcapie p̄dc̄e in p̄d Narrac̄one ipſoꝝ Henr' & Hanne ſuperius menc̄onat' ꝑmiſſ' fuiſſe p̄dc̄o Willielmo non deliberat' fuit ꝓut p̄dcus̄ Willielmus in placito ſuo p̄dc̄o allegavit ꝓ Replicac̄one ſua attamen ad p̄d placitum p̄dc̄i Willielmi dic' q̄d ipſi per aliqua per p̄d Willielmum preallegat' ab acc̄one ſua predc̄a verſus predcm̄ Willielmum habend̄ precludi non debent Quia dic' qd' viceſimo octavo die Novembris anno regni dc̄i Dn̄i Regis nunc octavo ſupradicto quoddam br̄e ipſius Dn̄i Regis de Habeas corpus extra pred̄ Cur' dc̄i Dn̄i Regis de Banco pred̄ hic ſcil't apud Weſtm̄ p̄d p̄d' Ballio libtat̄ Honoris de Pontefract p̄d emanavit per quod quidem br̄e dc̄us Dnus̄ nunc Rex predc̄o Ball'io libertat̄ Honoris de Pontefract pred̄ precipiebat q̄d corpus prefat' Ricardi Dickins quocunq; nōie cenſeretur in priſona dc̄i Dn̄i Regis nunc ſub cuſtodia pred' Ball'ij libertat̄ pred' detent̄ unacum die & cauſa capc̄onis & detenc̄onis prefat̄ Ricardi haberet coram Juſtic' dc̄i Dn̄i Regis hic ſcil't apud Weſtm̄ predcam̄ die Sabbati ꝓx' poſt Octabas Sc̄i Hillarij tunc ꝓx' ſequen̄ (exiſten' viceſimo tertio die Januarij anno regni dc̄i Dn̄i Regis nunc octavo ſupradicto) ut ijdem Juſtic' dc̄i Dn̄i Regis de Banco predc̄o hic viſa cauſa facere valerent in ea parte q̄d de Jure & ſecundm̄ Legem & Conſuetudinem Regni Anglie fuit faciend̄ Et qd idem Ball'ius haberet ibi tunc br̄e illud quod quidem bre poſtea & ante retorn̄ illius ſcil't nono die Decembris anno octavo ſupradicto apud Leeds pred' predc̄o Willielmo adtunc Ball'io libtat pred' exiſten' in forma Juris exequend' delibat' fuit ſed predcus̄ Willielmus ad vel ante retorn' bris pred nichil inde fecit tamen colore & pretextu bris illius poſt retorn' ejuſdem ſcil't pred' tertio die Februarij anno octavo ſupradicto apud Leeds pred' ſine aliquo alio br'i precept ſive authoritate & contra voluntatem ipſor Henr' & Hanne ux' ejus corpus prefat' Ricardi extra pred' priſonam & gaolam dicti Dñi Regis libtatis predc capiebat & a priſona predca uſq; ad Weſtm̄ pred' ſub cuſtodia pred' Will'i poſtea ſcil't ſexto die Febr' anno octavo ſupradicto ducebat & ibm fuit prefatoq; Ricardo ibm exiſten' poſtea ſcil't eodem ſexto die Febr' anno octavo ſupradicto p fraudem & covinam inter ipm Willm̄ & al' perſonas eiſdem Henr̄ & Hanne uxori ejus ignotas pred' bre de heas corpus in pred' plito pred' Will'i ſupius ſpecificat extra pred' Cur̄ de Banco pred' hic pſecut & eidem Will'o delibat' fuit & non antea per quod quidem bre dcus̄ Dnus Rex prefat' Ball'io libtatis pred' etiam precipiebat modo & forma put predcus̄ Will'us p plitm̄ ſuu pred' ſupius allegavit virtute cujus quidem bris de heas corpus ult menconat p̄d Will'us corp⁹ p̄fat Rici poſtea eodem ſexto die Febr' exiſten p̄dc̄o die Sabbati px' poſt Craſtinu Purificacon btē Marie in p̄dca Cur' dci Dni Regis de Banco hic ducebat & in eadem Cur' adtunc & ibm hebat ac p̄d Cur' hic in quadam ſchedula eidem bri de heas corp⁹ ult menconat annex' diem & cauſam capconis & detenconis p̄fat Rici retornavit in forma put p̄d Willus̄ p plitu ſuu p̄d ſupius plitavit Ac ſupinde p̄fat Ricus̄ poſtea p̄dc̄o ſexto die Febr' anno octavo ſup̄dicto exiſten die retorn p̄d bris de heas corp⁹ ult menconat p p̄dcam Cur' dci Dni Regis de Banco p̄d hic p̄d priſone dci Dni Regis de le Fleet occone p̄d ibm remanſur' quouſq; &c. comiſſus fuit put p̄d Willus̄ ſupius allegavit Abſq; hoc q̄d p̄d Willus̄ virtute p̄d bris de heas corp⁹ in p̄d plito ipſius Will'i ſuperius menconat corp⁹ p̄fat Rici extra p̄d priſonam & gaolam dci Dni Regis libtatis p̄d capiebat & a priſona p̄d uſq; ad Weſtm p̄d ducebat put p̄d Willus̄ per plitu ſuu p̄d etiam ſuperius allegavit Et hoc ipſi ijdem Henr' & Hanna ux' ejus parat' ſunt ꝟificare unde pet' Judicm & debm ſuu p̄d unacu dampnis ſuis occone detencon debi illius ſibi adjudicari &c.

Que fuit deliver al Def. 9 Dec.

Que apres le Retorn de ceo, *ſcil.* le dit 3 Feb. il priſt D. per colour de ceo brief & luy port al Weſtm. 6 Feb.

Et meſme le jour per fraud, &c. le *Ha. Cor.* en le Plea mention fuit proſecute & deliver al Def. & nemy devant.

Que per virtue del darrain *Ha. Cor.* D. fuit duct al Weſtm' meſme 6 Feb. & ſur ceo comit al Fleet prout, &c.

Travers que D. fuit priſe hors de Priſ. & duct al Weſtm' per vertue del *Ha. Cor.* en le Plea del Def.

Et p̄d Willus̄ dic' q̄d pred' plitm predcor Henr̄ & Hanne ſuperius replicando plitat ac materia in eodem content' minus ſufficien in lege exiſtunt ad pred' Henr̄ & Hannam ad acconem ſuam pred' ꝟſus ipm Willm hend' manutenend' q̄dq; ipſe ad plitum

Special Demurrer.

tum illud modo & forma pred' pl'itat' neceſſe non het nec per legem terre reſpondere Et hoc parat' eſt verificare unde p defectu ſufficien' pliti pred' Henr' & Hanne in hac parte idem Willus pet' Judicm & qd pred' Henr' & Hanna ab actione ſua pred' verſus ipm Willm hend' precludantur &c. Et p cauſa hujus morationis in lege idem Willus oſtendit Cur' hic & dic' qd traverſia p̄dca eſt repugnans & traverſat materiam mi' traverſabilem &c.

Cauſe de Demurrer.

Joinder en Demurrer.

Et pred' Henr' & Hanna pteſtando qd traverſia pred' in Replicatione ſua ſupius content' non eſt repugnans ſed bona & ſufficiens in lege quodq; ipſi Henr' & Hanna traverſaver' materiam traverſabilem dic' qd' ipſi ſufficien' materiam in lege ad ipſos Henr' & Hannam actionem ſuam pred' verſus pred' Willm Simpſon habend' manutenend' ſuperius replicando allegavet' quam ipſi parat' ſunt verificare quam quidem materiam pred' Willus non dedic' nec ad eam aliqualiter reſpond' ſed verificaconem admittere omio recuſavit ut prius pet' Judicm & debm ſuum pred' unacum dampnis occone detencon' debi illius ſibi adjudicari &c.

UN Exception fuit priſe al Narr', pur ceo que ne fuit averre que les Executors fueront deins le age de 17 anns, mes generalment que deins age: *Sed non allocatur*, car le Def. per ſon Plea ad admit le Authority del Pl. a porter le Action.

Mes le chief Exception fuit, que le *virtute cujus*, *&c.* fuit travers per le Pl. en ſa Replication, que, come fuit alledge, fuit matter en Ley; & pur ceo le Travers eſt male. Et iſſint fuit le Opinion de le Chief Juſtice, mes les trois auters Juſtices fueront de contrary Opinion, & ſur ceo le Pl. ad Judgment. *Gold*, Serjeant le Roy, ore un des Juſtices de Bank le Roy, *Wright*, Serjeant le Roy, ore Seigneur Keeper de le Grand Seale, & *Lutwyche*, Accouncel ove le Def. ***Levinz*** & ***Wiat*** pur le Pl.

✠

Hen.Royſton Exec' de *S. Royſton* v. *Baſton* ou *Barton.*

Trin. 11 W. 3. Regis. Rot. 1896.

EN Debt ſur Obl' fait al Teſtator, le Def. apres recital del Act fait 20 *Oct.* 8 W. 3. touchant Compoſitions, *&c.* plead come enſuiſt, *viz.* Q̃d ipa ante pꝛedcm decimum ſeptimum diem Novembꝛis in actu pꝛedict ſuperius mencõnat' ſcilicet decimo die Octobr' anno octavo ſup̄dicto tunc & antea & adhuc exiſten inhabilis ad ſolvend omnia deba ſua ſe retraxit ſubtraxit & abſcondidit & adtunc & uſqꝫ in & ſup p̄d decimum ſeptimu diem Novembr' anno Dni milliſimo ſexcenteſimo nonageſimo ſexto in eodem Actu mencõnat' & diu poſtea ſe abſcondebat ab ejus uſual' hitacon Anglice Aboad ac latitavit ꝑ debo videl't apud paroch Sci Clementis Dacor' in Com Midd pꝛed eademqꝫ M. dcõ tempoꝛe confeccon Actus illius & eodem decimo ſeptimo die Novembr' ac ante & poſtea fuit realit' indebitat' p̄ter & ult' debm de & ſup ſcripto pꝛed p̄fat' H. debit' quam plurim al' perſonis videl't vigint' quatuor ꝑſon (noſmant eux) in real' debis & denar' ſummis in toto ſe attingen ad 863 l. & 5 s. que quidm xxiiij ꝑſone ſimul cum pꝛed H. fuer' omnes real' creditoꝛes ipſ̃ M. quibus ipa realit' adtunc indebitat' fuit ipaqꝫ M. ſic indebitat' & inhabilis ut p̄fertur exiſten due tertie partes in numero & valoꝛe omniu real' creditor' ipſius M. ſcil't quidm J. T. & M. P. &c. poſtea & ante diem exhibicõnis bille pꝛed ſcil't pꝛimo die Febr' anno regni dci Dni Regis nunc ſeptimo apud paroch Sci Clement' Dacor' pꝛed in Com Midd pꝛed ꝑ quoddm ſcriptu ſuu ꝑ eos reſpective ſubſcript' & ſigillat' q̄d eadem M. B. alias M. M. ſigillis eoꝝ ſigillat' hic in Cur' ꝓfert cujus dat' eſt eiſdm die & anno quoddm agreament' ſive compoſicon cum eadem de omnibꝰ debis eis reſpective ꝑ ipam debit' in toto ſe attingen ad ſeptingent' vigint' & tres libr' & ſeptemdecim ſolid & ultra fecer' in foꝛma ſequen videl't ꝑ idem ſcriptum agreament' ſive compoſicõn recitan inter al' q̄d cum dca M. B. al's M. M. de paroch Sce M. Weſtm exiſtebat juſte indebitat' & debebat illis & divers̃ al' creditoꝛibus divers̃ ſumm monet' quas ipſa ꝑlibens ſatisfacere & ſolvere illis erat quant' ipſa poterat attamen ipi dci creditoꝛes & unuſquiſqꝫ eoꝝ invenientes & ꝑcipientes q̄d ipa dca M. B. al's M. M. plurimu dampnificat'

Plea de Compoſit' &c.

Que il fuit unable a payer ſes Debts.

Que il abſcond.

Que il fuit endebt, &c.

Compoſit' fait.

Et produce En Court.

Recital.

Les Creditors covenant & oblige eux meſme.

A prender 1 s. per lib' & auxi a doner a luy temps pur 3 anns a payer ceo.

erat & pauperat̃ Anglice impoveriſhed ꝑ multa magna dampn̄ & obſtacula ꝑ que ip̄a impedita erat reddere eis plenam ſatiſfacc̃onem ꝓ dictis debis illoꝝ fuer̃ content̃ & bene libentes & ex mero motu illoꝝ ſeperatim & reſpective convenerunt & obligaverunt ſeipſos hered̃ executores adminiſtratores & aſſign̄ ſuos ꝑ & in reſpectu alicujus fiducie cuſtod̃ execuc̃onis Anglice Executorſhip vel adminiſtrac̃onis ut in & per Actum Parliament̃ fact apud Weſtm̄ in octavo anno regni nunc Regis in quo inter al' ꝓviſ̃ eſt q̃d omnes ꝑſone que abſcondebant vel exiſt' in priſon' ante decimū ſeptimū diem Novembr̃ anno Dn̄i milliſimo ſexcenteſimo nonageſimo ſexto potuerunt componere vel convenire ut creditores talis perſone voluerint conſentire ad illud in ill' Actu ꝓviſ̃ fuit q̃d due tertie partes in numero & valore obligarent ceteros inde dc̄i Creditores dc̄e M. B. alias M. que abſcondebat ſecdm̄ tenorem dc̄i Actus Parliamenti rac̃one magnoꝝ dampnoꝝ dc̄e M. B. al's M. bene exiſtimaverunt & agreaverunt ſubire certū dampnū & acceptare recipere & capere un̄ ſolid̃ ꝑ libr̃ ꝓ qualibt libr̃ vel vigint̃ ſolid' quas ip̄a dc̄a M. B. al's M. tunc juſte debebat & indebitat̃ exiſtit illis & cuilibet eoꝝ & etiam dare dc̄e M. B. al's M. ſpaciū triū annoꝝ ad ſolvend̃ & exonerand̃ illoꝝ ſeperal' & reſpectiva deba juxta dcam̄ ratam compoſic̃on̄ & ſum̄ unius ſolid̃ ꝑ libr̃ ꝓut ꝑ ſcriptū ill plenius apparet que quidm̄ compoſic̃o & agreament̃ fact̃ fuer̃ pro equali beneficio omniū creditoꝝ ipſius M. B. al's M. in ꝓporc̃one ad reſpectiva deba ſua abſq; aliquo ſecreto fraudulento ſeu collaterali agreamento ꝓ aliquo majori advantagio quam in eodem ſcripto inde ſuperius expreſs' eſt Ac de ſcripto compoſic̃on̄ & agreament̃ ill' p̃d̃ H. R. poſtea ſcil't primo die Febr̃ anno nono ſupdict̃ apud paroch̃ Sc̄i Clement̃ Dacoꝝ p̃d̃ in Com̄ p̃d̃ notic̃ h̄uit & adtunc & ibm requiſit̃ fuit per ipm̄ M. B. al's M. ad ſcripm̄ ill' ſignand̃ & ſigilland̃ ſed idm̄ H. R. hoc facere adtunc & ibm penitus recuſavit rac̃one quoꝝ quidem p̃miſſoꝝ dc̄us H. R. de vel ꝓ debo ſuo p̃d̃ ipam̄ M. B. al's M. ante finem triū annoꝝ ꝓx' poſt dat̃ ſcripti compoſic̃on̄ ſive agreament̃ p̃d̃ adhuc ventur̃ impl'itare ſectare ꝓſequi ſeu moleſtare non debet Et hoc parat̃ eſt verificare unde pet' judicm̄ ſi p̃d̃ H. R. acc̃onem ſuam p̃d̃ inde v̄ſus eum h̄ere ſeu manutenere debeat &c.

JUdgment fuit done pur le Pl. pur ceo que fuit dit que le Compoſition fuit fait *poſtea & ante exhibition' bille*, ou duiſt aver eſtre *ante impetracon' brevis originalis*.

Buxton

Buxton v. *Nelſon.*

Winford. Hill. 11 W. 3. Regis. Rot. 1751.

Debt pur 56 l.

Narr'. Sur Obl' fait 5 Maij 1691.

Civit' Ebor' ſſ. WIllus Nelſon nuꝑ de Poppleton in Com̄ Civit̃ Eboꝝ Yeoman al' dict̃ Gulielmum Nelſon de Poppleton Agricol' ſum̄ fuit ad reſpondend̄ Samueli Burton Gen̄ de ꝑlito q̄d reddat ei quinquaginta & ſex libꝛas quas ei debet & injuſte detinet &c. Et unde idem Samuel per Johem Blackbeard Attoꝛn' ſuum dicit q̄d cum pꝛed̄ Willus quinto die Maij anno Dn̄i millimo ſexcenteſimo nonageſimo pꝛimo apud Poppleton p̄d ꝑ quoddm̄ ſcriptū ſuū obligatoꝛiū conceſſiſſet ſe teneri eidem Samueli in pꝛed̄ quinquaginta ſex lib̃ ſolvend̄ eidem Samueli cum inde requiſit̃ fuiſſet p̄d tamen Willus licet ſepius requiſit̃ p̄dcas̄ quinquaginta & ſex libꝛas eidem Samueli nondum reddidit ſet ill' ei hucuſq; reddere omnino contradixit & adhuc contradic' unde dic' q̄d deterioꝛat̃ eſt & dampnū habet ad valenc' viginti libꝛaꝝ Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur̃ ſcriptū p̄d q̄d debm pꝛed̄ in foꝛma pꝛedcā teſtatur cujus dat̃ eſt eiſdem die & anno ſup̄dict̃ &c.

Barr.

Le Stat. de 7 W. 3. concernt' Compoſit' d'eſtre fait per Creditors ove leur Debtors.

Et p̄d Willus per Carolū Bywater Attoꝛn̄ ſuū ven̄ & defend̄ vim & injur̃ quando &c. Et dic' q̄d pꝛed̄ Samuel accionem ſuam p̄dcam̄ inde v̄ſus eum habere non debet quia dicit q̄d per quendam Actum fact̃ in Parliamento inchoat̃ & tent̃ apud Weſtm̄ in Com̄ Midd̄ viceſimo ſecundo die Novembꝛis anno regni Dn̄i Regis nunc ſeptimo & continuat̃ ibm ꝑ ſeperal' pꝛorogacon̄ & adjournament̃ uſq; viceſimū diem Octobꝛis tunc ꝓx' ſequen̄ qui fuit in anno Dn̄i millimo ſexcenteſimo nonageſimo ſexto recitan̄ in eodem Actu q̄d cum multi debitoꝛes inhabiles Anglice diſabled ꝑ diſpendia & infoꝛtunia ad ſolvend̄ omnia ſua deba ſepe ſunt volentes ad faciend̄ quantū ꝓ eiſdm̄ poterint ſatisfaccon' ita q̄d' ſuꝑ rationabil' agreamenta & compoſicon̄ libertatibꝰ ſuis frui poterint ſed aliqui creditoꝛes inſiſtentes ſuꝑ tota ſua deba & executoꝛes & adminiſtratoꝛes guardiani vel fiduciarij Anglice Truſtees exiſten̄ incapaces Anglice incapacitated ad faciend̄ alquam compoſicon' tales debitoꝛes deſperantes imponere finem negocijs ſuis ſeipſos & eoꝝ effectus trans mare depoꝛtant aut eoſdem in pꝛiſonis aut pꝛetenſis locis pꝛivilegiat̃ conſumunt in eoꝛū extremā ruinam ꝓ remedio inde inter al' inactitat̃ fuit authoꝛitate ejuſdm̄ Parliamenti q̄d' liceret & licitum foꝛet ad & ꝓ duobꝰ tertijs partibꝰ Anglice two third parts vel plurib⁹ numero & valoꝛe omniũ realiũ creditoꝝ eoꝛũ executoꝛib⁹ adminiſtratoꝛib⁹ guardianis & fiduciarijs & al' ꝑſonis authoꝛizat̃ ꝑ ipſos ſive aliquem eoꝝ ad faciend̃ talia agreamenta aut compoſic̃oñ qual' illi exiſtimarent apta ſive rationabilia cum aliquib⁹ ſuoꝛũ debitoꝛũ qui exiſtentes impotentes ſolvendi omnia deba ſua detraxer̃ aut abſconderunt ſeſe ab uſitatis ſuis locis habitac̃onis aut ſunt ſive foꝛent impꝛiſonat̃ ꝓ debꝭ ante decimũ ſeptimũ diem Novembꝛ̃ anno Dnĩ milliſimo ſexcenteſimo nonageſimo ſexto Et qd' omne tale agreamentum vel compoſic̃o fact̃ ꝓ equali commodo omniũ creditoꝛũ ꝓpoꝛc̃onabilit̃ Anglice in proportion ad ſua reſpectiva deba & ſubſcript̃ & ſigillat̃ ꝑ ꝑd' duas tertias partes vel plures in valoꝛe abſq; aliquo ſecreto fraudulent̃ ſeu collaterali agreament̃ ꝓ quovis majoꝛi commodo quam foꝛet in eo expꝛeſſ̃ obligaret Anglice ſhould be binding to & concluderet omnes alios creditoꝛes eoꝛum executoꝛ̃ guardiañ & fiduciar̃ & omnes ꝑſonas authoꝛizat̃ ꝑ illos ſive clamentes ſub ill' ſive aliquib⁹ eoꝛũ tam plene & efficient̃ ad omnia intenc̃oñ & ꝓpoſita tanquam omnes & quilibt eoꝛũ actualit̃ feciſſent ſubſcripſiſſent & ſigillaſſent tale agreament̃ vel compoſic̃oñ & nullus executoꝛ adminiſtratoꝛ guardianus vel fiduciarius foꝛet onerabilis ſive computabilis ꝓ majoꝛi parte quam ille vel illa inde recipiet qualibt pꝛioꝛe lege ad contrar̃ quovis modo non obſtante ꝓut in eodem Actu inter alia plenius liquet & apparet Et idem Willus ulterius dic' qd' ante edic̃onem pꝛed' Actus parliament̃ ꝑd' ſcilt pꝛimo die Octobꝛis anno Dñi milliſimo ſexcenteſimo nonageſimo ſexto ſupdict̃ ipſe idem Willus apud Poppleton in Com̃ Civit̃ Eboꝛũ indebitat̃ fuiſſet in ſeperalibus denarioꝛũ ſummis inframenc̃onat̃ ſeperalib⁹ perſonis inframenc̃onat̃ viz. Nicholao Alderſon in undecim libꝛis & ſeptem ſolid' Johi Calvert in decem ſolid' Will'o Harryman in viginti ſolidis Thome Harby in quinq; ſolid' & quatuoꝛ denar̃ Johi Burton in triginta & tribus libꝛis & ſex ſolid' Will'o Hutchinſon in undecim ſolid' & uno denar̃ Robto Burton in quinq; ſolid' Edꝛõ Kilvington in viginti ſolidis Johi Mellet in triginta & quinque ſolidis Alexandꝛo Pꝛince in duobus ſolidis Thome Whitehouſe in quinque ſolidis Johi Stamper in uno ſolid' & novem denar̃ Emm Weddel Vid' in quindecim ſolid' Johanni Hill in tribus ſolid' & ſex denar' Samueli Lowndale in quinq; ſolidis Johanni Lund in viginti & duobus ſolidis Anne Nelſon in duabus libꝛis Thome Dunn in duobus ſolid' Will'o Hurlington in quinque libꝛis Johi Watter in viginti libꝛis Will'o Dawſon in decem ſolid' Johi Smithſon in quindecim ſolid' Will'o Silverſides in viginti ſolid' Will'o Pꝛince in quinque ſolid' Will'o Kettleſtring in quatuoꝛdecim ſolid'

Que 1 Oct' 1696. le Def. fuit en debt en les ſeveral ſums & a les ſeveral Perſons ſouth-menc̃on, viz. &c.

Vid'

Will'o Saint Quinten Mil' in ſeptem libris Thome Heskitt Ar' in duodecim libris Marie Beſt in octo libris Rachael Baines Vid' in tribus libris Henrico Parke in undecim libr' & novendecim ſolid' Samueli Burton in viginti & un̄ libr' Joħi Harriſon in duodecim libr' ſeptemdecim ſolid' & ſex denar' Joħi Clarkſon in quinq; libr' Joħi Croft in una libra & decem ſolid' Joħi Whitehouſe in trib' libr' Thome Hutton in triginta & un̄ ſolid' Will'o Heigh in trib' ſolid' & undecim denar' Ambroſio Beckwith in centū & quadraginta libr' legalis monet' Anglie totas quas quidem denarior' ſummas ip̄e idem Will'us adtunc impotens fuit ſolvendi & adhuc exiſtit quodq; idem Will'us poſtea ſcil't eodem primo die Octobris anno Dn̄i milliſimo ſexcenteſimo nonageſimo ſexto ſup̄dict' ab uſual' loco ſuo habitac̄on̄ viz. a domo ſua manc̄onali apud Poppleton p̄d' ea de cauſa ſeſe abſcondebat viz. apud Civit' Ebor' pred' Et idem Will'us ulterius dic' qd' poſtea ſcil't decimo die Junii anno Dn̄i milliſimo ſexcenteſimo nonageſimo ſeptimo apud Civit' Ebor' pred' p̄dc̄' Nicholaus Alderſon Johes Calvert Willus̄ Harryman Thomas Harby Johes Burton Willus̄ Hutchinſon Robtus Burton Edrus Kilvington Johes Mollet Alexander Prince Thomas Whitehouſe Johes Stamper Enun Weddell Vid' Johes Hill Samuel Lowndale Johes Lund Anna Nelſon Thomas Dunn Willus Hurlington Johes Watter Willus̄ Dawſon Johes Smithſon Willus̄ Silverſides Willus̄ Prince Willus̄ Kettleſtring Thomas Hutton Willus̄ Heigh & Ambroſius Beckwith exiſtentes due tertie partes Anglice two third parts & plures in numero & valore de realibus Creditoribus ipſius Willi p quoddam ſcriptū ſuū agreamenti qd' idem Willus̄ manibus & ſigillis ipſorū Nicholai Alderſon Joħis Calvert Willi Harryman Thome Harby Joħis Burton Willi Hutchinſon Robti Burton Edri Kilvington Joħis Mollet Alexandri Prince Thome Whitehouſe Joħis Stamper Enun Weddell Joħis Hill Samuelis Lowndale Joħis Lund Anne Nelſon Thome Dunn Willi Hurlington Joħis Watter Willi Dawſon Joħis Smithſon Willi Kilverſides Willi Prince Willi Kettleſtring Thome Hutton Willi Heigh & Ambroſij Beckwith ſubſcript' & ſigillat' hic in Cur' p̄fert cujus dat' eſt eiſdem die & anno compoſuer' conceſſer' & agreaver' ad & cum p̄fat' Will'o Nelſon qd' nos & quilibet eorū creditorū in ſcripto p̄d' infranominat' & ſubſcript' p quibuſlibet eorum reſpectivis debitis ſolubil' & debit' ipſ̄ a p̄fat' Will'o Nelſon acceptaver' & p ſcriptū pred' agreaver' recipere & acceptare in ſatiſfacc̄on̄ pro quibuſlibet viginti ſolidis de illorū reſpectivis debis ipſ̄ ſolubil' & debit' ſummam unius ſolidi & ſic pporc̄onabil' p qualibet ma-

debit'

S. Buxton eſt le Pl. Mes n'eſt diſt *prefat' S. Buxton.*

Que il fuit unable a ſatisfier &c. & pur ceo il abſcond.

Que 10 Jun. 1697. le greinder part de ſes Creditors en number & value (eux noſmant,)

Per un Eſcript de Agreement produce en Court ſouth lour mains & ſeals,

Compound & agree ove luy d'accept' 1 s. per lib. &c. & iſſint pur meinder ou greinder ſum.

jore & minore ſumma in plena compoſic̄one & ſatisfaccon̄ illorū reſpectivorū debitorū illorū ꝑ ipm̄ Willm̄ Nelſon ſolubil' & debit' ꝓut ꝑ eundem ſcriptū agreamenti inter alia plenius liquet & apparet Virtute cujus quidem ſcripti agreament' pred' ꝑ pred' duas tertias partes pred' creditorū ſic ut prefertur fact' & vigore Actus pred' idem Willus Nelſon dic' qd' ipſe debet eſſe exonerat' de p̄d' debo ſup ſcriptū obligator' p̄d' contra p̄d' Samuelem Et hoc idem Willus̄ parat' eſt ꝟificare unde petit Judicm̄ ſi p̄d' Samuel acc̄onem ſuam p̄dcam̄ inde ꝟſus eum habere debeat &c. cum hoc qd' idem Willus̄ ꝟificare vult qd' ſcriptum p̄d' agreamenti p̄d' in forma p̄d' fact' fuit fact' ꝓ equali comōdo omnium creditorū ipſius Willi ꝓporc̄onabilit' ad ſua reſpectiva deba & abſq; aliquo ſecreto fraudulent' vel collateral' agreament' ꝓ aliquo majori comōdo quam in ſcripto p̄d' expreſs'. Demurrer, & Joinder en Demurrer.

CEux Exceptions fueront priſe al ceſt Plea.

1. Que le Def. duiſſoit aver plede que il ad done Notice del Compoſition al Pl.
2. Que il duiſſoit d'aver fait un tender en Court del Argent d'eſtre pay al Pl. per le Compoſition.
3. Que le dit Compoſition duiſſoit aver eſtre plede come un Releaſe. *Trin.* 12 *W.* 3. Judgment fuit done pur le Pl. pur les deux primer Exceptions: Et ſur ceo fuit dit per Juſtice *Powell*, que le Court ne determine coment ceſt matter fuit d'eſtre plede; Et le Chief Juſtice *Treby* dit, Que un Releaſe ſur Condit' que le Releſſee payera al Releſſor tant de Argent, n'eſt bone. Mes ſi Releaſe ſoit iſſint fait, que ſi le Releſſee payera tant al tiel jour a vener, donc il releaſe, *&c.* ceo eſt bone Releaſe. *Vide* pur ceo 21 *H.* 7. 23. & 21 *H.* 7. 30. *&* *Nota.*

Camfield v. *Warren.*

Cooke. Paſch. 12 Will. 3. Regis Angliæ, &c.

Plea de Priviledge d'un Attorny de B. R. al Action de Debt port en C. B.

ET p̄d Thomas Warren in ꝓpr' perſona ſua venit & dic' q̄d ip̄e eſt & diu ante tempus impetracōn bꝛis̄ oꝛiginalis p̄ſat' Francī & eodem tempoꝛe impetracōnis ejuſdm̄ bꝛis̄ & continue poſtea fuit & adhuc exiſtit un̄ Attoꝛn̄ in Cur' Dn̄i Regis coꝛam ip̄o Rege exiſten̄ & diꝟſa negotia quam plurimorum ligeoꝛum dc̄i Dn̄i Regis coꝛam ip̄o Rege ꝓſequen̄ & defenden̄ ut eoꝝ Attoꝛn̄ ꝓſequitur & defend̄ Idemq; Thomas ulterius dic' q̄d omnes Attoꝛn̄ ejuſdm̄ Cur̄ Dc̄i Dn̄i Regis coꝛam ip̄o Rege ꝓ magiſtris & clientibꝰ ſuis in & circa negocia ſua in eadem Cur' intenden̄ ad reſponden̄d coꝛam aliquibus Judicibus ſecularibus (p̄litis de libo ten̄to felonijs & appellis duntaxat except') de aliquibꝰ p̄litis p̄terquam coꝛam Juſtic' dc̄i Dn̄i Regis coꝛam ip̄o Rege trahi ſeu compelli non debeant nec a tempoꝛe quo non extat memoꝛia conſuever' Et hoc parat' eſt verificare unde non intendit q̄d Cur' Dn̄i Regis hic p̄litum p̄d ꝟſus eum cognoſcere velit Et pet' q̄d libtat' & p̄vileg' p̄dc̄a ei allocentur &c.

Girdler.

Morat' in lege generaliter.

E. Lutwyche.

Et p̄d Francus̄ dic' q̄d p̄d p̄litum p̄d Thome modo & foꝛma p̄d ſuperius p̄litat' ac materia in eodem content' minus ſufficien̄ in lege exiſtunt ad ipm̄ Francum ab accōne ſua p̄dc̄a ꝟſus p̄d Thomam haben̄d p̄cluden̄d Quōq; ip̄e ad p̄litum ill' modo & foꝛma p̄d p̄litat' neceſſe non habet nec ꝑ legem terre tenetur reſpondere Et hoc parat' eſt ꝟificare unde ꝓ defectu ſufficien̄ p̄liti p̄d Thome in hac parte idem Francus̄ pet' Judicm̄ & q̄d p̄d Thomas ad narracōnem ſuam p̄dcam̄ reſpondeat &c.

JUdgment quod Reſpondeat ouſter, pur le Reaſon done en *Barrington*'s Caſe, *Hardres* 164. *Levingſton* & *Crompton*'s Caſe, *Stiles* 359. *Nevis* & *Nelſon*'s Caſe, 1 *Keb.* 256. *vide* le Caſe de *Wentworth* & *Squib* devant en ceſt Livre, South le Title, Abatement.

Wentworth

Wentworth v. *Squibb.*

Winford.

Paſch. 13 Will 3. Regis. {Paſch. ult. preterit. Rot. 445.
{Hill. ult. preterit. Rot. 677.

Debt pur 202 l. 10 s.

Narr'. Sur Obl' pur 100 l.

Et auxi ſur un Judgment en C. B. pur 100 l. Debt & 50s. Coſts.

Midd' ſſ. ARnold̄ Squibb nuꝑ de parochia Andree Holbourne in Com̄ pred̄ Gen̄ alias dict̄ Arnoldū Squibb de paroch̄ Sc̄i Andree Holbourne in Com̄ Midd̄ Gen̄ ſum̄ fuit ad reſpondend̄ Henr̄ Wentworth Gen̄ de plito q̄d reddat ei ducentas duas libras & decem ſolidos quos ei debet & injuſte detinet &c. Et unde idem Henr̄ ꝑ Willm̄ Allington Attorn̄ ſuū dicit q̄d p̄d Arnold̄ octavo die Julij anno regni Dnī Jacobi ſecundi nuꝑ Regis Anglie &c. tertio apud Weſtm̄ in Com̄ Midd̄ per quoddam ſcriptū ſuū obligatoriū conceſſiſſet ſe teneri p̄fat̄ Henr̄ in centum libris de pred̄ ducentis & duabus libris & decem ſolid̄ parcell' ſolvend̄ eidem Henr̄ cum inde requiſit̄ fuiſſet Acetiā p̄d Henr̄ al's ſcil't Termino Paſche anno regni Dnī Regis nunc decimo in Cur̄ dc̄i Dnī Regis nunc de Banco coram Georgio Treby Mil' & Socijs ſuis tunc Juſtic̄ dc̄i Dnī Regis de Banco p̄d hic ſcil't apud Weſtm̄ in Com̄ Midd̄ p̄d ꝑ nomen Henr̄ Wentworth Gen̄ ꝑ conſideracōnem ejuſdem Cur̄ recuperaſſet ꝟſus p̄d Arnold' ꝑ nomen Arnold' Squibb nuꝑ de London Gen̄ alias dict̄ Arnold' Squibb de paroch̄ Sc̄i Andrei Holbourne in Com̄ Midd̄ Gen̄ tam quoddam deb̄m centum librarum quam quinquagint̄ ſolid̄ de p̄d ducent̄ & duabus lib̄ & decem ſolid̄ reſid̄ qui eidem Henr̄ in eadem Cur̄ hic ſcil't apud Weſtm̄ p̄d adjudicat̄ fuer̄ ꝓ dampnis ſuis que habuit occ̄one detencōnis debi illius unde convict̄ eſt ꝓut ꝑ recordū & ꝓceſſum inde in eadem Cur̄ hic ſcil't apud Weſtm̄ p̄d reſiden̄ plenius apparet quod quidem Judiciū adhuc in ſuis pleno robore vigore & effectu remanet mīe reꝟſat̄ ſeu adnihillat̄ idemq; Henr̄ execucōnem judicij illius non eſt aſſecut̄ ꝑ q̄d acc̄o accrevit eidem Henr̄ ad exigend̄ & habend̄ de p̄fat̄ Arnold' p̄d centū & duas libras & decem ſolid̄ (de p̄d ducentis & duabus libris & decem ſolidis reſid̄) p̄d tamen Arnold' licet ſepius requiſit̄ p̄d ducentas & duas libras & decem ſolid̄ eidem Henr̄ nondum reddidit ſed ill̄ ei hucuſq; reddere omnino contradixit & adhuc contradicit unde dic̄ q̄d deteriorat̄ eſt & dampnū habet ad valenciam quinquaginta librarꝫ Et inde ꝓduc̄ ſectam &c. Et ꝓfert hic in Cur̄ ſcriptū p̄d q̄d deb̄m p̄d in forma p̄d teſtatur cujus dat̄ eſt die & anno ſup̄dict̄.

Super quo ven̄ p̄d Arnold ꝑ Willm̄ Rudg Attoꝛn̄ ſuū & defend̄ vim & injur̄ quando &c. Et dic' q̄d p̄d Henricus acc̄onem ſuam p̄d inde v̄ſus eum habere ſeu manutenere non debet quia quoad p̄d centū libꝛas ſuꝑ p̄d ſcriptū obligatoꝛiū de p̄d ducent̄ & duabus libr̄ & decem ſolid̄ parcell' idem Arnold dic' q̄d p̄d Henricus poſt confeccon̄ dict' ſcripti obligat̄ ſcilt Termino Paſche anno regni Dnī Regis nunc decimo in Cur̄ dcī Dnī Regis de Banco coꝛam Geoꝛgio Tꝛeby Mil' & ſocijs ſuis tunc Juſtic' dcī Dnī Regis de Banco p̄d hic ſcil't apud Weſtm̄ p̄d recuperavit v̄ſus eundm̄ Arnold̄ ꝑ nomen Arnoldi Squibb nuꝑ de London̄ Geñ al's dict' Arnoldum Squibb de paroch Sc̄i Andꝛee Holbourn in Com̄ Midd' Gen̄ tam p̄d' centum libꝛas quam quinquaginta ſolid' qui eidem Henrico en eadem Cur̄ hic adjudicat' fuerunt ꝓ dampnis ſuis que habuit oc̄cone detenc̄onis debi illius unde p̄d' Arnold convict̄ fuit ꝓut ꝑ recoꝛdū & ꝓceſs' inde in Cur̄ de Cōi Banco p̄d' hic reſiden̄ liquet manifeſte q̄d quidem Judicm̄ remañ in ſuo pleno roboꝛe mīe reverſat̄ ſeu annihilat̄ Et hoc parat̄ eſt verificare unde pet' Judicm̄ ſi accon̄ inde verſus eum quoad pꝛed' centū libr̄ ſuꝑ ſcript̄ obligat̄ pꝛed' habere ſeu manutenere debeat Et quoad pꝛed' centū & duas libꝛas & decem ſolid' de pꝛed' ducent̄ & duabus libꝛis & decem ſolid' reſid' idem Arnold dicit q̄d poſt Judicm̄ in narracon̄ pꝛed' menc̄onat̄ ſcilt termino Paſche anno Regni dc̄i Dñi Regis nunc undecimo extra pꝛed' Cur̄ de Cōi Banco p̄d' hic ꝓſecut̄ fuit ſuꝑ idem Judicm̄ quoddam bꝛē dict̄ Dñi Regis nunc de Capias ad ſatisfaciend' tunc Vic' London direct̄ ꝑ q̄d quidem bꝛē idem Dnus̄ Rex eiſdem tunc Vic' p̄cepit q̄d caperent pꝛed' Arnoldū Squibb ſi invent̄ foꝛet in ball̄ia eoꝛundem tunc Vic' & eum ſalvo cuſtod' Ita q̄d ijdem tunc Vic̄ haberent coꝛpus p̄d' Arnoldi coꝛam Juſtic' dc̄i Dñi Regis in Banco hic ſcil't apud Weſtm̄ a die Scē Trinitatis in tres ſeptimanas tunc ꝓx' ſequen̄ ad ſatisfaciend' p̄fat̄ Henrico de deb̄o & dampnis pꝛed' unde convict̄ fuit Et q̄d haberent ibi bꝛē ill' quod quidem bꝛē idem Henricus poſtea & ante retoꝛñ ejuſdem bꝛevis ſcilt quinto die Junij anno regni dc̄i Dñi Regis nunc undecimo apud London videl't in parochia Btē Marie de Arcubus in warda de Cheape deliberavit quibuſdm̄ Carolo Duncomb Mil' & Galfrido Jeffreys Mil' tunc Vic̄ London p̄d' exiſteñ in foꝛma juris exequend' virtute cujus quidm̄ bꝛevis ijdem Vic' London poſtea & ante retoꝛñ ejuſdem bꝛevis ſcil't duodecimo die Junij anno undecimo ſup̄dicto eundm̄ Arnoldū apud London p̄d' in paroch & warda pꝛed' infra Ball̄iam eoꝛundem tunc Vic' ceper̄ & arreſtaver̄ & eundem Arnold̄ in execucoñ ꝓ deb̄o & dampnis pꝛed' in foꝛma pꝛed' recuperat̄ habuer̄ cuſtodiverunt & detinuerunt quo-

Barr. Quant al Debt ſur Obl' il dit que en le Term de Paſch. 10 W. 3. le Pl. ad Judgment pur le dit Debt, &c.

Prout, &c.

Quant al dits 102 l. 10 s. il dit que apres le dit Judgmt' le Pl. en Term de *Paſch'* 11 W. 3. proſecute un *Ca. ſa.* direct al Vic' *London v.* le Def. ſur le dit Judgmt'.

Delivery del Brief, &c.

Def. priſe en execut'.

20 Junij il ſatisfie le Pl. de dit Debt & Dam'.

uſq; idem Arnold poſtea ſcilt viceſimo die Junij anno regni dci Dñi Regis nunc undecimo apud London p̃d in parochia & warda p̃d ſatisfecit p̃d Henrico de debo & dampn̄ verſus ipſ̄ Arnold ꝑ p̃d Henricū ſic ut p̃fertur recupat' Et hoc parat' eſt verificare unde idem Arnoldus pet' Judicm̄ ſi p̃d Henricus accon̄ ſuam p̃d inde verſus eum (quoad p̃d centū duas libr' & decem ſolid) habere ſeu manutenere debeat &c.

Tho. Goodinge.

Trin. 12 Will. 3.

Demurrer al primer Plea del Def.

ſſ. Et p̃d Henricus quoad p̃d plitū p̃d Arnold quoad p̃d centū libr' ſuꝑ ſcriptū obligatoriū p̃d ſuperius exact' ſuperius plitat' dicit q̃d plitū ill' materiaq; in eodem content' minus ſufficien̄ in lege exiſtunt ad p̃d Henricū ab accon̄ ſua p̃d v̄ſus p̃fat' Arnold habend precludend Quodq; ip̄e ad plitū illud modo & forma p̃d plitat' neceſſe non h̄et nec ꝑ legem terre tenetur aliquo modo reſpondere Et hoc parat' eſt v̄ificare unde pet' Judicm̄ & idem debm̄ centum libr' unacum dampnis ſuis occone detencon̄ debi illius ſibi adjudicari &c. Et quoad p̃d plitum p̃d Arnold quoad p̃d centum & duas libr' & decem ſolid ſuꝑ Judicm̄ pred ſuperius exact' ſuperius plitat' idem Henricus dicit q̃d ip̄e ꝑ aliqua in eodem p̃allegat' ab accon̄ ſua p̃d inde v̄ſus eum habend p̃cludi non debet Quia dic' q̃d p̃d Vic' London eundm̄ Arnold in execucon̄ ꝓ debo & dampnis p̃d' non ceper' arreſtaver' ꝓut ꝑ plitū p̃d ſuperius ſupponit' Et hoc pet' q̃d inquirat' per priam.

Al auter il reply

Que le Vic' L. nont priſe le Def. en execut' &c. *Et hoc petit*, &c.

Tho. Jenner.

Joinder en Demurrer quant al plea del Def. al Narr' ſur l'obligat'.

ſſ. Et p̃d Arnoldus (quoad p̃d centum libr' ſuꝑ ſcriptū obligatoriū p̃d ſuꝑius exact') ex quo ip̄e ſufficien̄ materiam in lege ad p̃d Henricū ab accōne ſua pred verſus eum habend p̃cludend ſuꝑius allegavit qm̄ ip̄e parat' eſt v̄ificare quam quidm̄ materiam ip̄e idem Henricus non dedicit nec ad eam aliqualit' reſpond ſet verificacon̄ ill' admittere omnino recuſat pet' Judicm̄ Et q̃d p̃d Henricus ab accōne ſua p̃d quoad p̃d centum libras ſuper ſcriptū obligatoriū pred ſuperius exact' habend precludatur &c. Et quoad p̃d' plitū pred Henrici (quoad p̃d' centum & duas libras & decem ſolid ſuꝑ Judicm̄ p̃d ſuperius exact') ſuperius replicat' idem Arnoldus dic' q̃d plitū ill' materiaq; in eodem content' minus ſufficien̄ in lege exiſtunt ad accon̄ ſuam p̃d inde verſus eum habend' ſeu manutenend' (quoad p̃d' centū & duas libras & decem ſolid') q̃dq; ip̄e ad plitū illud modo & forma p̃d replicat'

Demurrer per le Def. al repl. del Pl. quoad les 102 l. 10 s.

replicat neceſſe non habet nec per legem terre tenetur aliquo modo reſpondere Et hoc parat eſt verificare unde pet Judic' ſi pꝛed' Henricus accoñ ſuam p̄d' inde verſus eum habere ſeu manutenere debeat quoad pꝛed' centum & duas libꝛas & decem ſolidos &c.

Tho. Goodinge.

ſſ. Et pꝛed' Henr' ex quo ip̄e ſufficieñ materiam in lege in plito ſuo p̄d' (quoad p̄d' centum & duas libꝛas & decem ſolid' ſup Judicm̄ pꝛed' ſuperius exact) ad accõnem ſuam pꝛed' manutenend' ſuperius replicavit quam ip̄e parat' eſt verificare quam quidem materiam pꝛed' Arnold non dedic' nec ad eam aliqualit reſpondit ſed verificacõnem illam admittere omnino recuſavit pet Judicm̄ & debm ſuum (quoad pꝛed' centū & duas libꝛas & decem ſolid' ſuper Judicm̄ pꝛed' ſuperius exact) unacum dampnis ſuis occõne detencõnis debi illius ſibi adjudicari &c.

Joinder en Demurrer per le Pl. al demurrer del Def. al ſon Replic'.

LE Opinion de tout le Court fuit que Payment, come ceſt caſe eſt, ne fuit bone Plea en avoidance de Judgment: & pur ceo le Pl. ad Judgment. Les Caſes cite pur le Pl. ſur le Argument del Caſe, fueront *Cro. Car.* 328. *Veſy* & *Harris*'s Caſe, 2 *Cro.* 29. *Ognel* & *Randall*'s Caſe, 3 *Keb.* 212.

Letten v. *Winne.*

Winford. Mich. 9 W. 3. Regis. Rot. 436.

Surr' ſſ. HEnricus Winn nup de London aſſigñ Nichi Coꝛbett alias dict' Nicholas Corbett of the Pariſh of St. Clement Danes in the County of Middleſex Cook ſum̄ fuit ad reſpondend' Suſanne Letten Vid' Executrici teſtamenti Johis Letten Mercatoꝛis defunct' aſſigñ Willi Angell Jun̄ de plito q̄d reddat ei ſexaginta & octo libꝛas & decem ſolid' quos ei debet & injuſte detinet &c. Et unde eadem Suſanna p Carolum Dimoke Attoꝛñ ſuū dic' q̄d' cum pꝛed' Willus Angell viceſimo ſeptimo die Novembr' anno regni Dni Caroli ſecundi nuper Regis Anglie &c. viceſimo pꝛimo fuiſſet poſſeſſionat' de Meſſuagijs & tēntis modo hic poſtea mencõnat p quodam termino annoꝝ exceden trigint' annos tunc ventur'

Debt pur Rent per Exec' d'un aſſignee vers l'aſſignee d'un Leaſe.

Narr'. Que W. A. fuit poſſeſs de cert. Meſ. pur term de 34 Ans.

W.A. per indent' demiſe eux al *Nich. Corbett.*

Le deſcript' del Meſſuages, &c. demiſe.

& mid expirat' Et ſic inde poſſeſſionat' exiſten ꝑ quandam Indenturam fact' apud Southwark in Com p̄ed' eodem viceſimo ſeptimo die Novembris anno regni Dni Caroli ſecundi nuper Regis Anglie &c. viceſimo primo ſupradict' inter p̄dcm Willum ꝑ nomen Willi Angell Jun Civis & Aromatarij London ex una parte & p̄fat' Nichm ꝑ nomen Nichi Corbett de paroch Sci Clementis Dacoꝝ in Com Midd' Coqui ex altera parte cujus quidem Indenture alteram partem ſigillo p̄fat' Nichi ſignat' eadem Suſanna hic in Cur' ꝓfert cujus dat' eſt die & anno ſupradict' p̄d' Willus Angell dimiſit prefat' Nicho Corbett executoribus adminiſtratoribus & aſſign ſuis tot' illa dua meſſuagia ſive teñta cum ꝑtin inſimul adjungen quoꝝ maxime occidental' Anglice the Weſtermoſt of which edificat' fuit ꝑ prefat' Willm Angell, & al' eoꝝ per quendem Ricum Townſend & totu ill' longu edificium coopert' cum tegulis vocat' Pantiles ꝑantea lavatrinan Anglice a Waſh-houſe & domu plicat' vocat' a Folding-houſe continen in longitudine oriental' & occidental' quadragint' pedes aſſiſe vel eo circiter ac in latitud' a boreal' ad auſtral' duodecim pedes ſitis aſſiſe vel eo circit' acet' tot' ill' peciam ſive parcell' prati tunc & nuper uſitat' ꝓ inſolacōe Anglice Bleaching & ſiccacōe Anglice drying linteoꝝ Anglice Linnen-Cloaths jacen & exiſten pone p̄d' meſſuagia vel teñta erga Boreal' & tunc diviſ in duas pecias per foſſam vel lacunam Anglice a Drill of Water continen in longitudine a boreal' ad auſtral' ducent' & quadragint' pedes aſſiſe vel eo circiter & in latitudine ad Boreal' finem centum & quatuordecim pedes ſitis Aſſiſe vel eo circiter & tot' ill' edificiu vocat' a Shed coopert' cum tegulis Anglice Pantiles convert' in lavatrinam Anglice a Waſh-houſe & domu plicat' Anglice a Folding-houſe adjungen ad oriental' finem maxime oriental' p̄dcoꝝ duoꝝ meſſuagioꝝ ſive teñtoꝝ continen̄ in longitudine boreal' & auſtreal' vigint' & quatuor pedes ſitis aſſiſe vel eo circiter & in latitudine oriental' & occidental' decem pedes ſitis aſſiſe vel eo circiter que quidem dimiſſa premiſſa adjungen̄ occidental' ad veterem foſſam vel aquscurs' Anglice Dreiner ſeperan̄ Anglice ſevering premiſſa a Bellamyes Garden boreal' ad eandem foſſam vel aquecurs' ſeperan̄ eadem a pecia terre tunc in tenura ſive occupacōne Robti Jarman vel ejus aſſign̄ ſeu aſſign̄ ſubtenen̄ ſive ſubtenen̄ ſup quam capella nitens fuit ibm edificari ac adjungen̄ oriental' ad al' foſſam aque ibm nuper fact' ſeperan̄ eadem premiſſa a domo & terra tunc dimiſſa Thome Sharpe Sericario & auſtral' ad peciam ſive parcellam terre tunc poſtea mencōnat' acet' tot' ill' eandem peciam ſive parcellam terre jacen̄ ex auſtral' pred' meſſuagioꝝ ſive teñtoꝝ continen̄ in longitudine boreal' & auſtral' decem & octo pedes vel eo circiter ſive plus

Il ſerroit ſericario textori.

plus ſive minus & in longitudine oriental' & occidental' pedes ſilis aſſiſe vel eo circiter adjungen̄ occidental' ad veterem foſſam pred' boreal' ad meſſuagia ſive ten̄ta & terr̄ pred' auſtral' ad ſepiment̄ paloꝝ ſepans p̄d' peciam terre a gardino & vaſta terra Johis Cox Soponar̄ & Joſephi Heydon Laborer ac oriental' ad foſſam ſeperan̄ eadem a com̄ via pedeſtri Anglice foot-way ſive vico ibm tunc nuper fact̄ ꝑ predc̄m Will'um Angell vocat̄ Protector-ſtreet omnia que quidem p̄miſſa ſunt parcell' dn̄icoꝝ honoris Anglice Lordſhip ſive manerij de Paris Garden & ſunt ſcituat̄ in vel prope pred' vicum in pred' honore ſive manerio ꝓpe p̄d' Burgum de Southwark in Hundred' de Brixton in Com̄ Surr' ut eadem premiſſa tunc fuer̄ in ſeperalibꝰ tenuris vel occupac̄onibꝰ Ric̄ Kingman Laborer & Robti Murrey Gen̄ ſeu eoꝝ aut alicujus eoꝝ aſſign̄ vel aſſign̄ ſubtenen̄ ſive ſubtenen̄ habend' & occupand' pred' meſſuagia ſive ten̄ta pecias & parcellas terre & omnia & ſingula alia premiſſa cum pertin̄ p̄antea per Indentur̄ p̄dcam̄ hic in cur' ꝓlat̄ dimiſs' & conceſs' ſive mencionat̄ fore p̄antea ꝑ indentur' pred' dimiſs' & quamlibet partem & parcellem eorundem p̄fat̄ Nicho Corbett executoribus adminiſtratoribꝰ & aſſign̄ ſuis a feſto die Sc̄i Michis Archi tunc ult̄ p̄terit̄ ante diem dat̄ Indentur' p̄d' hic in Cur̄ ꝓlat̄ uſq; plenum finem & terminum viginti & octo annoꝝ & unius quarter̄ anni extunc px' ſequen̄ & plenar' complend' & finiend' reddend' & ſolvend' inde ꝓ prima quarter' anni p̄d' termini vigint' & octo annoꝝ & unius quart' anni ſummam quatuor libraꝝ legalis monet̄ Anglie ad feſtum natalis Dn̄i tunc px' ſequen̄ dat̄ Indentur̄ pred' hic in Cur' ꝓlat̄ & reddend' & ſolvend' ꝑinde annuatim & quolibet anno duran̄ p̄dc̄o termino viginti & octo annoꝝ annual' reddit̄ ſive ſummam ſexdecim libraꝝ legalis monete Anglie ad quatuor uſual' quart̄ feſta ſive terminos ſoluc̄onis in anno videlt Annunc̄onis Btē Marie Virginis Nativitatis Sc̄i Johis Baptiſte Sc̄i Michis Archi & Natalis Dn̄i ꝑ equas & equales porc̄ones Acec' reddend' & deliberand' ꝑinde annuatim & quolibt anno duran' p̄dc̄o termino duos bonos pingues & ſuaves Meleagrides Anglice Turkeys valoris decem ſolid' vel decem ſolid' in pecunia in exonerac̄one inde Anglice in lieu thereof ad elecc̄onem p̄fat̄ Willi Angell executor̄ & aſſign' ſuoꝝ ſuper primum diem Januarij annuatim cōit̄ voc' New-years-day prima deliberac̄one ſive ſoluc̄one inde fact̄ fore ſuper primum diem Januarij tunc px' ſequen' dat̄ Indentur' p̄d' hic in Cur̄ ꝓlat' Et prefat̄ Nichus Corbett ꝓ ſeipſo executoribus adminiſtratoribus & aſſign' ſuis & ꝓ quolibet eorum convenit promiſit & conceſſit ad & cum p̄fat' Willo Angell executoribus & aſſign̄ ſuis & ad & cum quolibet eoꝝ ꝑ Indenturam p̄d' hic in

Cur̄

Habend. Del Mich. 21 Car. 2. pur 28 ans & un quarter.

Rendant pur le primer quarter 4 l. al Feaſt de Noel ꝓch'. Et apres 16 l. al les 4 uſual Feaſts, &c.

Et auxi rendant annualment, &c. deux *fat* & *ſweet Turkeys* de value de 10 s. ou 10 s. en diſcharge de eux al election de Leſſor, &c.

Covenant de Leſſee a payer les dits Rents.

Cur̃ ꝓlat̃ q̃d ipe prefat̃ Nichus Corbett executores adminiſtratores & aſſign' ſui bene fidelit̃ & debe ſolverent & deliberarent vel̃ cauſarent bene fidelit̃ & debe ſolvi & deliberari p̃d annual̃ reddit' ſexdecim libraꝝ & duos bonos pingues & ſuaves Meleagrides valoris decem ſolid̃ vel decem ſolid̃ in pecunia in exoneracõne inde ſuper predcõs dies ſive terminos ſolucõnis inde ſuper quos redditus p̃d ꝑ Indentur̃ pred̃ hic in Cur̃ ꝓlat̃ reſervat̃ ſunt ſolvi ut p̃fertur ꝓ & durant̃ toto p̃d termino annoꝝ ꝑ indenturam p̃d dimiſs' hic in Cur' ꝓlat̃ ꝓut ꝑ eandem Indenturam hic in Cur̃ ꝓlat̃ inter alia plenius liquet & apparet virtute cujus quidem dimiſſionis p̃fat̃ Nichus in ten̄ta & p̃miſſa p̃dca cum pertin̄ intravit & fuit inde poſſeſſionat̃ revercõne inde prefat̃ Willo Angell ſpectan̄ & p̃fat̃ Willo Angell de pred̃ revercõne ten̄toꝝ & p̃miſſoꝝ p̃d cum ꝑtin ſic ut p̃fertur dimiſs' poſſeſſionat̃ exiſten̄ ac p̃fat̃ Nicho de ten̄tis & premiſſis pred' cum ꝑtin' ſic poſſeſſionat̃ exiſten̄ pred̃ ſtatus reſid̃ ejuſdem termini & intereſſe prefat̃ Nichi de & in ten̄tis & p̃miſſis p̃d cum pertin̄ poſtea & infra eundem terminũ ſcil't viceſimo die Septembris anno regni Dnĩ Caroli ſecundi nuꝑ Regis Anglie &c. viceſimo nono apud Southwark pred̃ predc̃o Henrico Winn ut aſſign̄ p̃fat̃ Nichi lit̃time devenit ꝑ q̃d p̃d Henricus fuit & adhuc eſt de ten̄tis & premiſſis p̃d cum ꝑtin̄ prefat̃ Nicho ſic ut prefertur dimiſs' poſſeſſionat̃ ac ten̄ta & premiſſa pred̃ cum ꝑtin̄ continue abinde poſtea hucuſq; habuit tenuit & occupavit & adhuc habet tenet & occupat ꝓ reſid̃ ejuſdem termini viginti & octo annoꝝ & unius quart' unius anni in eiſdem adhuc ventur' & inexpirat̃ Idemq; Henricus Winn de ten̄tis & premiſſis pred̃ cum pertin̄ ſic ut prefertur poſſeſſionat̃ exiſten̄ & p̃fat̃ Will'o Angell de pred̃ revercõne ten̄toꝝ predcõꝝ cum ꝑtin̄ in forma pred̃ poſſeſſionat̃ exiſten̄ ipe prefat̃ Willus Angell poſtea & infra eundem terminũ ſcilt primo die Novembris anno regni Dnĩ Caroli ſecundi nuper Regis Anglie &c. viceſimo nono apud Southwark p̃d per quandam Indentur̃ tripartit̃ adtunc & ibm factam inter ipm̃ Will'um Angell ex prima parte quendm̃ Georgiũ Baron ex ſecunda parte & prefat̃ Johem Letten in vita ſua ex tertia parte cujus unam partem ſigillo p̃fat̃ Willi Angell ſignat̃ eadem Suſanna hic in Cur̃ ꝓfert cujus dat̃ eſt die & anno ult̃ ſupradict̃ conceſſit & aſſignavit p̃fat̃ Johi Letten executoribus adminiſtratoribus & aſſign' ſuis pred̃ revercõnem tenementoꝝ & premiſſorum pred' cum pertin' & tot̃ ſtat̃ titulum & terminũ annorum ipſius Willi inde ꝓut ꝑ eandem Indenturam tripartit̃ hic in Cur̃ ꝓlat̃ inter alia plenius apparet ad quam quidem conceſſion' revercon' ill' pred̃ Hent̃ adtunc & ibm ſe attornavit & agreavit virtute cujus quidem conceſſion' & attornament

Le Leſſee enter.

29 Sept. 29 Car. 2. le eſtate del dit leſſee vient al Def.

1 Nov. 29 Car. 2. W. A. aſſigne ſon Reverſion al L. le Teſtator del Pl.

Attornment del Def.

tornament pred̄ Johēs Letten fuit de pred̄ reverc̄one tenementorum & premiſſorum pred' cum pertin' poſſeſſionat & ſic inde poſſeſſionat exiſten' pred̄ Johes Letten poſtea ſcilt tertio decimo die Martij anno Dni milleſimo ſexcenteſimo octogeſimo ſeptimo apud Southwark pred' condidit teſtament & ult voluntat ſua in ſcriptis ac perinde prefat Suſannam ſolam executricem teſtamenti illius conſtituit & ordinavit ac poſtea ſcilt viceſimo die Decembris anno Dni milleſimo ſexcenteſimo octogeſimo octavo apud Southwark pred' obijt ſic inde poſſeſſionat poſt cujus mortem eadem Suſanna onus execuc̄onis teſtamenti illius ſuper ſe ſuſcepit ac teſtamentum illud poſt mortem prefat Johis Letten ſcilt viceſimo quarto die Decembris anno Dni milleſimo ſexcenteſimo octogeſimo octavo ſupradict debita juris forma ꝓbavit videlt apud Southwark pred̄ ꝑ quod eadem Suſanna ut executrix teſtamenti illius fuit & adhuc exiſtit de predca reverc̄one dimiſſorum p̄miſſorū p̄d̄ cum ꝑtin' poſſeſſionat ratione execuc̄onis teſtamenti pred̄ & ſic inde poſſeſſionat ac pred̄ Henrico Winn de eiſdem dimiſſis premiſſis poſſeſſionat exiſten' ſexaginta & quatuor libr de redditu pred' inde debit ꝓ quatuor annis finit ad Feſtum natalis Dni anno regni Dni Regis nunc octavo poſt mortem prefat Johis Letten ac poſtquam eadem premiſſa pred' Henrico Winn ſic ut prefertur deven' eidem Suſanne aretro fuer & adhuc exiſtunt inſolut necnon nonagint ſolid' exiſten' valor octodecim pinguarum meleagrid' de redditu pred' inde debit ꝓ novem annis finit ſuper primum diem Januarij anno regni dicti Dni Regis nunc octavo ſupradicto poſt mortem prefat Johis Letten ac poſt pred' devencon' eorundem premiſſorum pred' Henr Winn ut prefertur eidem Suſanne poſt elecc̄onem ipſius Suſanne apud Southwark pred' fact ad eoſdem denar ſibi in exonerac̄one meleagrid' pred' habend̄ & noticiam inde ibm ꝑ eundem Henricum habit aretro fuer & adhuc exiſtunt inſolut quequidem ſeperat denar ſumme in toto ſe attingunt ad pred' ſexaginta & octo libr & decem ſolid' per qd' acc̄o accrevit eidem Suſanne ad exigend' & habend' de pred' Henr pred' ſexagint & octo libras & decem ſolid' pred' tamen Henricus Winn licet ſepius requiſit p̄d' ſexaginta & octo libras & decem ſolid' eidem Suſanne non reddidit ſed ill' ei reddere hucuſq; omnino contradixit & adhuc contradic unde dic q̄d deteriorat eſt & dampnū habet ad valenc viginti librarum Et inde ꝓduc ſectam &c. Et ꝓfert hic in Cur literas teſtamentarias prefat Johis Letten ꝑ quas ſatis liquet Cur hic ipſam Suſannam fore executricem teſti pred' Et inde habere adminiſtrac̄onem &c.

13 Mar. 1687. L. fiſt ſon vol. & le Pl. Exec'.

Mort de L.

Probate del Volunt 24 Dec. 1688.

64 l. de rent arrear al Pl. al Noel 8 W. 3. & 90 s. pur 18 Turkeys pur 9 ans finie 1 Jan. 8 W. 3.

Puis election d'aver l'argent en lieu de Turkeys Et puis notice &c.

Per quod actio, &c.

Et

Plea. Quant al 32 l. del rent pur 2 ans finie al Lady-day 7 W. 3. & auxi 3 l. 10 s. pur les Turkeys pur 7 ans finie 1 Jan. 6 W. 3.

Il demand Judgment del breif, quia dic' que Term. Trin. 7 W. 3. il fuit ſummon per breif le Roy a reſponder al ore Pl. al un Plea de Covenant ſur le dit Indent' de demiſe.

Le Count en le Action de Covenant.

Et pred' Henricus Winne per Edrum Dennys Attorn' ſuū ven' & defend' vim & injur' quando &c. Et quoad trigint' & duas libr' parcell' de pred' ſexagint' & octo libr' & decem ſolid' ſuperius petit' ꝓ annuali redditu ſexdecim librarum ꝓ duobus annis finit' ad feſtum Annunciacon' btē Marie Virginis anno regni Dnī Regis nunc ſeptimo parcell' de pred' quatuor annis finit' ad feſtum Natalis Dñi anno regni dicti Dñi Regis nunc octavo in narracon' ipſius Suſanne ſuperius menc̃onat' necnon quoad tres libr' & decem ſolid' al' parcell' de pred' ſexagint' & octo libr' & decem ſolid' ſuperius petit' ꝓ annual' reddit' pred' duorum meleagridum vel decem ſolid' in pecunia in exoneracon' inde ꝓ ſeptem annis finit' primo die Januarij anno regni dicti Dñi Regis nunc ſexto parcell' de pred' novem annis finit' primo die Januarij anno regni dicti Dñi Regis nunc octavo in narracon' ipſius Suſanne ſuperius menc̃onat' idem Henr' Winne pet' Judicm de bri & narracon' pred' quia dic' q̃d al's ſcilt Termino Scē Trinitatis anno regni dci Dñi Regis nunc ſeptimo idem Henricus ꝑ nomen Henrici Winne nuper de London' aſſign' Nichi Corbett al's dict' Nicholas Corbett of the Pariſh of St. Clement Danes in the County of Middleſex Cook ꝑ bre dicti Dñi Regis nunc ſum fuit ad reſpondend' dce Suſanne per nomen Suſanne Letten Vid' executrici teſtamenti Johis Letten Mercator' defunct' aſſign' Willi Angell Jun' in Cur' dict' Dñi Regis de Banco hic apud Weſtm in Com Midd' de plito q̃d teneat ei convencon' inter p̃d' Willūm & prefat' Nichum fact' ſecundum vim formam & effecm quarundm Indentur' inde int' eoſdem Willūm & Nichum confect' &c. Et unde eadem Suſanna adtunc in eadem Cur' ꝑ Carolum Dimoke Attorn' ſuum narrando dixit q̃d cum pred' Willūs Angell viceſimo ſeptimo die Novembris anno Regni Dñi Caroli ſecundi nuper Regis Anglie &c. viceſimo primo fuiſſet ſeiſit' de meſſuagio & tenementis in eadem narracon' poſtea menc̃onat' in dñico ſuo ut de feodo Et ſic inde ſeiſit' exiſten' prefat' Willus ꝑ quandm Indenturam fact' apud Southwark in Com pred' eodem viceſimo ſeptimo die Novembris anno regni Dñi Caroli ſecundi nuper Regis Anglie &c. viceſimo primo ſupradict' inter pred' Willūm ꝑ nomen Willi Angel Jun' Civis & Aromatarij London' ex una parte & prefat' Nichi ꝑ nomen Nihi Corbett de paroch Sci Clement' Dacorū in Com Midd' Coqui ex altera parte cujus quidem Indenture alteram partē ſigillo prefat' Nichi ſignat' eadem Suſanna tunc in eadem Cur' ꝓtulit cujus dat' fuit die & anno ſupradict' pred' Willus Angell per Indenturam pred' tunc in Cur' illa ꝓlat' dimiſit prefat' Nicho Corbett executoribus adminiſtratoribus & aſſign' ſuis tot' ill' duo meſſuagia ſive tenementa cum ꝑtin' inſimul adjungen' maxime occidental' quoꝝ Anglice the Weſtermoſt of which edificat' fuit ꝑ pꝛefat' Willm' Angell & al' eoꝝ ꝑ quendam Ric̄um Townſend & tot' ill' longum edificiū coopert' cum tegulis vocat' Pantiles ꝑantea lavatrinam Anglice a Waſh-houſe & domū plicat' vocat' a Folding-houſe continen' in longitudine oꝛiental' & occidental' quadꝛagint' pedes aſſiſe vel eo circiter ac in latitud' a boꝛeal' ad auſtral' duodecim pedes ſitis aſſiſe vel eo circiter acet' tot' ill' peciam ſive parcell' pꝛati tunc & nuꝑ uſitat' ꝓ inſolacon' Anglice bleaching & ſiccacon' Anglice drying linteoꝝ Anglice Linnen-Cloaths jacen' & exiſten' pone p̄d meſſuagiū vel tenementa erga boꝛeal' & tunc divis̄ in duas pecias ꝑ foſſam vel lacunam Anglice a Drill of Water continen' in longitud' a boꝛeal' ad auſtral' ducent' & quadꝛagint' pedes aſſiſe vel eo circiter & in latitudine ad auſtral' finem inde centum & decem pedes ſitis aſſiſe vel eo circiter & in latitud' ad boꝛeal' finem centum & quatuoꝛdecim pedes ſitis aſſiſe vel eo circiter & tot' ill' edificium vocat' a Shed coopert' cum tegulis Anglice Pantiles convert' in lavatrinam Anglice a Waſh-houſe domum plicat' Anglice a Folding-houſe adjungen' ad oꝛiental' finem maxime oꝛiental' p̄d duoꝝ meſſuagioꝝ ſive tenementoꝝ p̄d continen' in longitudine boꝛeal' & auſtral' vigint' & quatuoꝛ pedes ſitis aſſiſe vel eo circiter & in latitud' oꝛiental' & occidental' decem pedes ſitis aſſiſe vel eo circiter que quidem dimiſſa pꝛemiſſa adjungunt occidental' ad veterem foſſam vel aque curſum Anglice Dreiner ſeperan' Anglice ſevering pꝛemiſſa a Bellamy's Garden boꝛeal' ad eandem foſſam vel aque curſum ſeperan' eadem a pecia terre tunc in tenur' ſive occupacon' Robti Jarman vel aſſign' ſuoꝝ ſeu aſſign' ſubtenen' ſive ſubtenen' ſuper quam capella intens̄ fuit ibm edificari ac adjungen' oꝛiental' ad al' foſſam aque ibm nuꝑ fact' ſeperan' eadem pꝛemiſſa a domo & terra tunc dimiſſa Thome Sharpe ſericario & auſtral' ad peciam ſive parcell' terre tunc poſtea menconat' acet' tot' ill' eandem peciam ſive parcell' terre jacen' ex auſtral' p̄d' meſſuagioꝝ ſive tenementoꝝ continen' in latitud' boꝛeal' & auſtral' decem & octo pedes vel eo circiter ſive plus ſive minus & in logitudine oꝛiental' occidental' pedes ſitis aſſiſe vel eo circiter adjungen' occidental' ad veterem foſſam p̄d boꝛeal' ad meſſuagia ſive tenementa & terras pꝛed' auſtral' ad ſepiment' paloꝝ ſeperan' pꝛed' peciam terre a Gardino & vaſta terra Johis Cox Soponar' & Joſephi Heydon Laboꝛer ac oꝛiental' ad foſſam ſeꝑan' eadem a com̄ via pedeſtri Anglice Foot-way ſive vico ibm nuꝑ fact' per p̄fat' Willum Angell vocat' Protector-ſtreet omnia que quidem pꝛemiſſa ſunt parcell' dn̄icor' honoꝛis Anglice Lordſhip ſive manerij de Paris Garden & ſunt ſcituat' in vel ꝓpe p̄dcm̄ vicum in pꝛed' honoꝛe ſive manerio ꝓpe pꝛed Burgum de Southwark in Hundꝛed de Bꝛixton in Com̄ Surr ut eadem p̄miſſa tunc fuer' ſeperalibꝰ tenuris vel occupac̄onibꝰ Ric̄i Kingman Laboꝛer & Rob̄ti Murrey Gen' ſeu eoꝝ aut alicujus eoꝝ aſſign' ſubtenen' ſive ſubtenen' habend' & occupand' pꝛed' meſſuagia ſive teñta pecias & parcell' terre & omnia & ſingula alia pꝛemiſſa cum ꝑtin' p̄antea ꝑ Indenturam pꝛed' tunc in Cur' ꝓlat' dimiſs' & conceſs' ſive menc̄onat' foꝛe pꝛeantea per Indenturā p̄d' dimiſs' & quamlibet partem & parcell' eoꝝdem pꝛefat' Nicho Coꝛbett executor' adminiſtrator' & aſſign' ſuis a feſto die Scī Michis Archi tunc ult' p̄terit' ante diem dat' Indenture pꝛed' tunc in Cur' ꝓlat' uſqʒ plenum finem & terminum viginti & octo annoꝛum & un' quarter' anni extunc ꝓx' ſequen' & plenar' complend' & finiend' Reddend' & ſolvend' inde ꝓ pꝛima quarter' anni p̄d' termini vigint' & octo annoꝝ & unius quarter' anni pꝛefat' Willō Angell hered' & aſſign' ſuis ſummam quatuoꝛ libr' legalis monete Anglie ad feſtum Natalis Dnī tunc ꝓx' ſequen' dat' Indenture pꝛed' tunc in Cur' ꝓlat' & reddend' & ſolvend' ꝓinde annuatim & quolibet anno durant' pꝛed termino vigint' & octo annoꝝ p̄fat' Willo Angell hered' & aſſign' ſuis annual' reddit' ſive ſummam ſexdecim libr' legalis monet' Anglie ad quatuoꝛ uſual' quarter' feſta ſive terminos ſolucon' in anno videlt Annunciac̄onis btē Marie Virginis Nativitat' Scī Johis Baptiſte Scī Michis Archī & Natal' Dnī ꝑ equas & equal' poꝛc̄ones acec' reddend' & deliberand' ꝓinde annuatim & quolibet anno durant' termino pꝛed' p̄fat' Willo Angell hered' & aſſign' ſuis duos bonos pingues & ſuaves meleagrides Anglice Turkeys valoꝛis decem ſolid vel decem ſolid in pecunia in exoneracon' inde Anglice in lieu thereof ad eleccon' pꝛefat' Willi Angell hered' & aſſign' ſuoꝝ ſuꝑ pꝛimū diem Januar' annuatim cōit' vocat' New-years-day pꝛima deliberacon̄ ſive ſolucon' inde fact' foꝛe ſuper pꝛimum diem Januarij tunc ꝓx' ſequen' dat' Indenture pꝛed' tunc in Cur' ꝓlat' & pꝛefat' Nichus Coꝛbett ꝓ ſeipſo executor' adminiſtrator' & aſſign' ſuis & ꝓ quolibet eoꝝ convenit ꝓmiſit & conceſſit ad & cum pꝛefat' Willo Angell hered' & aſſign' ſuis & ad & cum quolibet eoꝝ ꝑ Indentur' pꝛed' tunc in Cur' ꝓlat' q̄d ipē p̄fat' Nichus Coꝛbett executor' adminiſtrator' & aſſign̄ ſui bene & fidelit' & debe ſolverent & deliberarent vel cauſarent bene fidelit' & debe ſolvi & deliberari pꝛed' annuat' reddit' ſexdecim libꝛarum & duos bonos pingues & ſuaves meleagrides valoꝛis decem ſolid' in pecunia in exoneracon' inde ſuper p̄d dies ſive terminos ſolucon' inde ſuper quos redditus pꝛed' ꝑ Indenturam pꝛed' tunc in Cur̄ ꝓlat' reſervat' ſunt ſolvi ut ſupꝛadict' ꝓ & durant' toto p̄d' termino annoꝛum ꝑ

Indenturam pꝛed̄ dimiſs' ſecdm̄ veram intencon̄ & ſignificacon̄ indentur' pꝛed' tunc in Cur' ꝓlat' ꝓut ꝑ eandem Indenturam tunc in Cur' ꝓlat' inter alia plenius liquet & apparet virtute cujus quidem dimiſſion̄ p̄fat' Nichus in teñta & pꝛemiſſa pꝛed̄ cum pertin̄ intravit & fuit inde poſſeſſionat' rev̄con̄ inde p̄fat' Willo Angell & hered' ſuis ſpectan̄ & pꝛefat' Willo Angell de rev̄con̄ teñtoꝝ & p̄miſſoꝝ pꝛed̄ cum pertin̄ ſic inde ſeiſit' exiſten̄ ac pꝛefat' Nicho de teñtis & p̄miſſis pꝛed̄ cum pertin̄ ſic inde poſſeſſionat' exiſteñ pꝛed' ſtatus reſid̄ ejuſdem termini & intereſſe pꝛefat' Nichi de & in teñtis & p̄miſs' p̄d̄ cum ꝑtin' poſtea & infra eundem terminū ſcilt viceſimo die Septembꝛis anno regni Dn̄i Caroli ſecundi nuꝑ Regis Anglie &c. viceſimo nono apud Southwark pꝛed̄ pꝛed' Henr' Winne ut aſſign' pꝛefat' Nichi tittime devenit ꝑ q̄d pꝛed̄ Henricus Winne fuit & adtunc eſſet de teñtis pꝛed̄ cum pertin' pꝛefat' Nicho ſic ut pꝛefertur dimiſs' poſſeſſionat' ac teñta & p̄miſſa p̄d' cum ꝑtin' continue abinde poſtea uſq; tunc habuit tenuit & occupavit & adtunc habebat tenebat & occupabat ꝓ reſid' termini pꝛed' adtunc ventur' & inexpirat' eodemq; Henrico Winne de teñtis & p̄miſſis p̄d' cum pertin' ſic ut pꝛefertur poſſeſſionat' exiſten' & p̄fat' Willo Angell de rev̄con' teñtoꝝ pꝛed' cum ꝑtin' in foꝛma pꝛed' ſeiſit' exiſten' ipſe pꝛefat' Willus Angell poſtea ſcilt pꝛimo die Novembꝛis anno regni Dn̄i Caroli ſecundi nuꝑ Regis Anglie &c. viceſimo nono apud Southwark p̄d̄ ꝑ quandam Indenturam tripartit' adtunc & ibm̄ fcam̄ inter ipm̄ Willum Angell ex pꝛima parte quendm̄ Geoꝛgiū Baron ex ſecunda parte & pꝛefat' Johem Letten in vita ſua ex tertia parte cujus un' partem ſigillo pꝛefat' Willi Angell ſignat' eadem Suſanna tunc in Cur' illa ꝓtulit cujus dat' eſt die & anno ult' ſupꝛadict' ꝓ & in conſ̄ quinque ſolid̄ legalis monet' Anglie eidem Willo Angell ꝑ p̄fat' Johem Letten adtunc & ibm in manibꝰ ſolut' barganizavit & vendidit p̄fat' Johi Letten executor' adminiſtrator' & aſſign' ſuis p̄dcam̄ revercon' teñtoꝝ & p̄miſs' pꝛed' cum ꝑtin' habend' & occupand' pꝛefat' Johi Letten executor' adminiſtrator' & aſſign' ſuis a die dat' ejuſdem Indentur' tripartit' ꝓ & durant' termino & uſq; finem termini duoꝝ mille annoꝝ abinde ꝓx' ſequen' plenar' complend̄ & finiend' ꝓut ꝑ eandem Indenturam tripartit' inter al' plenius apparet virtute cujus ac vigoꝛe ſtatuti de uſibus in poſſeſſion' transferend' p̄d̄ Johes Letten fuit de p̄dca revercon' teñtoꝛum & p̄miſs' pꝛed̄ cum ꝑtin' poſſeſſionat' & ſic inde poſſeſſionat' exiſten' p̄d̄ Johes Letten poſtea ſcilt tertio decimo die Marcij anno Dn̄i millimo ſexcenteſimo octogeſimo ſeptimo apud Southwark pꝛed' condidit teſtamentū & ult' voluntat' ſua in ſcriptis ac perinde pꝛefat' Suſannam ſolam executric' teſtamenti ill' conſtituit & ordinavit ac poſtea ſcil't viceſimo die Decembris anno Dn̄i mill'imo ſexcenteſimo octogeſimo octavo apud Southwark p̃d obijt ſic inde poſſeſſionat' poſt cujus mortem eadem Suſanna onus execucon' teſti ill' ſup ſe ſuſcepit ac teſtm̄ illud poſt mortem ipſius Johis Letten ſcil't viceſimo quarto die Decembris anno Dn̄i mill'imo ſexcenteſimo octogeſimo octavo ſup̃dicto debita juris forma ꝓbavit videl't apud Southwark p̃red' ꝑ quod eadem Suſanna ut executrix teſti illius fuit & adtunc exiſtebat de p̃d revcon' dimiſſ' & p̃miſſor p̃d cum pertin' poſſeſſionat' ratione execucon' teſti p̃d & ſic inde poſſeſſionat' exiſten' ac p̃red Henrico Winne de eiſdem dimiſſ' p̃miſſ' cum ꝑtin' poſſeſſionat' exiſten' eadem Suſanna in facto tunc dixit q̃d poſtquam p̃red' Henr' ſic ut p̃fertur devenit poſſeſſionat' de & in dimiſſ' p̃miſſ' p̃d' cum ꝑtin' virtute aſſignacon' p̃red' ac poſt conceſſion̄ revercon' p̃d p̃fat' Johi Letten ſic ut p̃fertur fact' ac poſt mortem p̃fat' Johis Letten & ante diem impetracon' bris original' ipſius Suſanne p̃dcus Henricus Winne nondum ſolviſſet eidem Suſanne trigint' & duas libr' de reddit' p̃red' ꝓ duobus annis debit' eidem Suſanne finit' ad feſtum Annunciacon' bte Marie Virginis año regni Dn̄i Regis nunc ſeptimo acc' q̃d p̃d' Henricus Winne non deliberaſſet eidem Suſanne viginti pingues meleagrides valoris centu ſolid nec ſolviſſet eidem Suſanne centum ſolid' in exoneracon' inde de reddit' p̃d ꝓ decem annis debit' eidem Suſanne ſup primu diem Januarij anno regni dict' Dn̄i Regis nunc ſexto ſecdm formam & effecm Indenture p̃d Et ſic eadem Suſanna tunc dixit q̃d p̃d Henricus Winne poſtquam ipſe devenit poſſeſſionat' de dimiſſ' p̃miſſ' p̃d cum ꝑtin' virtute aſſignacon' ac poſt conceſſion' revcon' p̃red' p̃fat' Johi Letten ſic ut p̃fertur fact' ac poſt mortem prefat' Johis Letten licet ſepius requiſit' convencon' p̃red' de eo q̃d non ſolviſſet eidem Suſanne p̃d trigint' & duas libr' de reddit' ꝓ duobus añis debit' eidem Suſanne ad feſtum Añunciacon' Bte Marie Virginis año ſeptimo ſup̃dict' ac de eo q̃d non delibaſſet eidem Suſanne vigint' pingues meleagrides valoris centu ſolid' nec ſolviſſet eidem Suſanne centu ſolid in exoneracon' inde de reddit' p̃red ꝓ decem añis debit' eidem Suſanne ſup primu diem Januarij año ſexto ſup̃dicto ſecdm formam & effecm Indenture p̃d eidem Suſanne non tenuiſſet ſed infregiſſet ac ill' eidem Suſanne tenere uſq; tunc omnino contradixit & adhuc contradic' unde tunc dixit q̃d deteriorat' fuiſſet & dampnu habuiſſet ad valenc' quadragint' libr' Et inde tunc ꝓduxit ſectam &c. Q̃d quidem placitu convencon' vſus p̃d Henr' ꝑ eandm Suſannam ſic ut prefertur ꝓſecut' in Cur' dict' Dn̄i Regis de Banco hic apud Weſtm in Com Midd adhuc pendet indiſcuſſ' & indeterminat'

Breach de Covenant que le Def. n'ad pay 32l de dit Rent pur 2 ans finie 25 Mar. 7 W. 3. & que il n'ad deliver al Pl. 20 Turkeys &c. ne ad pay al Pl. 100 s. en diſcharge de dit Rent pur 10 ans due ſur le primer jour de Jan. 6 W.

Que le dit Suit eſt uncore pendant.

Averment de Identities.

nat' ꝓut ꝑ recoꝛd̃ & ꝓceſs' inde in Cur̃ de Banco hic apud Weſtm̄ pꝛed̃ remanen' pleniꝰ liquet & apparet Et p̃d' Henc̃us in facto dic' q̃d p̃fat' Suſanna modo quer' & p̃dc̄a Suſanna quer̃ in dicto pl'ito convencon' nominat' ſunt un' & eadem ꝑſona & non al' neqꝫ diverſa q̃dqꝫ p̃fat' Henricus modo def' & p̃d' Henr̃ def' in eodem pl'ito convencon' nominat' ſunt un' & eadem ꝑſona & non alia neque diꝟſa q̃dqꝫ Indentur' dimiſſion' & dicta dimiſs' p̃miſs' in dicta recitat' narracon' in pl'ito convencon' p̃d ſuperius nominat' & Indentura dimiſſion' & dimiſſa pꝛemiſſa pꝛed' in narracon' ipſius Suſanne in pl'ito debi modo ſuperiꝰ menc̄onat' ſunt un' & eadem Indentura & dimiſſio & dimiſſa pꝛemiſſa & non alia neqꝫ diꝟſa q̃dqꝫ pꝛed' Johes Letten Willus̃ Angell & Nichus Coꝛbett in dicta recitat' narracon' ipſius Suſanne in pl'ito convencon' ſuperiꝰ nominat' ac pꝛed' Johes Letten Willus̃ Angell & Nichus Coꝛbett in narracon' ipſius Suſanne de placito debi modo ſuperius menc̄onat' ſunt un' & eadem ꝑſona & non alia neqꝫ diverſa Et hoc parat̃ eſt verificare unde pꝛed' Henricus quoad pꝛed' trigint' & duas libr' parcell' de pꝛed' ſexagint' & octo libr' & decem ſolid' ſuperius pet' ꝓ an̄ual' reddit' pꝛed' ſexdecim libr' ꝓ duobus an̄is finit̃ ad feſtum An̄unciacon' bt̄e Marie Virginis an̄o regni Dn̄i Regis nunc ſeptimo parcell' de pꝛed' quatuoꝛ an̄is finit' ad feſtum Natalis Dn̄i an̄o regni Dn̄i Regis nunc octavo in narr̃ ipſius Suſanne ſuperius menc̄onat' necnon quoad pꝛed' tres libr̃ & decem ſolid' al' parcell' de pꝛed' ſexagint' & octo libr̃ & decem ſolid' ſuperius petit' ꝓ an̄ual' reddit' pꝛed' duoꝝ meleagridum vel decem ſolid' in pecunia in exoneracon' inde pꝛo ſeptem annis finit' pꝛimo die Januarij anno regni dc̄i Dn̄i Regis nunc ſexto parcell' de pꝛed' novem annis finit' pꝛimo die Januarij anno regni dc̄i Dn̄i Regis nunc octavo in narracon̄ ipſius Suſanne ſuperius menc̄onat' pet' Judic' de pꝛed' poſterioꝛ̃ bꝛ̄i & narracon̄ pendent' pꝛed' pꝛioꝛ̃ bꝛ̄i & narracon̄ indiſcuſs' impetrat' & pꝛoſecut' Et q̃d bꝛ̄e & narrac̄o ill' caſſentur &c.

Demurrer al reſidue.

Et quoad trigint' & tres libꝛas reſid' de pꝛed' ſexagint̃ & octo libr' & decem ſolid' ꝑ ipm̄ Suſannam ſuperius pet̃ idem Henricus Winne dic' q̃d p̃d' Suſanna accon̄ ſuam p̃d' inde verſus eum habere non debet quia dic' q̃d narrac̄o p̃d' materiaqꝫ in eadem content̃ minus ſufficien̄ in lege exiſtunt ad ipm̄ Suſannam acc̄onem ſuam p̃d' inde ꝟſus eundem Henricum habend' manutenend' ad quam quidem narracon̄ modo & foꝛma ſuperius narrat̃ quoad pꝛed' trigint̃ & tres libꝛas reſid' idem Henc̃us neceſſe non habet nec ꝑ legem terre tenetur aliquo modo reſpondere Et hoc parat' eſt ꝟificare unde ꝓ defectu ſufficien̄ narracon̄ in hac parte idem Henr̃ pet̃ Judicm̄ ſi p̃fat̃ Suſanna accon̄ ſuam quoad pꝛed' trigint̃ & tres libꝛas reſid' de pred' ſexagint & octo libr' & decem ſolid' verſus ipm Henricum habere debeat &c. Et ꝓ cauſis moracon in lege in hac parte idem Henricus juxta formam Statut in humoi caſu nup edit & ꝓvis Cur hic demonſtrat has cauſas ſubſequentes videlt ꝓ eo q̄d p̄d' Suſanna in narracon ſua p̄d' non monſtravit quomodo nec qualit p̄fat Willus Angell fuit poſſeſſionat de teñtis in narr' ipſius Suſanne ſuperius menconat p quam perſonam dcus terminus añor exced' trigint años fuit conceſs' nec quando incipiebat ac ꝓ eo q̄d narraco ill' eſt in ſe repugnans incertu & caret forma &c.

Cauſes de Demurrer.

N. Wright.

Replic'.

Et p̄dca Suſanna quoad p̄d placitum p̄d Henrici quoad p̄d triginta & duas libras parcell' p̄d ſexagint octo librar & decem ſolid ꝓ Annual' reddit p̄d ſexdecim librar ꝓ duobus Annis finit ad feſtm Anunciacon beat' Marie Virginis anno Regni Dni Regis nunc ſeptimo parcell' de p̄d quat annis finit ad feſtm Natalis Dni Anno regni Dni Regis nunc octavo in placito p̄d menconat nec non quoad p̄d tres libr' & decem ſolid al' parcell' de p̄d Sexagint & octo libris & decem ſolid ꝓ Annual' reddit pred duor Meleagridm vel' decem ſolid in pecunia in exoneracon inde ꝓ ſeptem annis finit primo die Januarij Anno regni dict Dni Regis nunc ſexto parcell' de pred novem annis finit primo die Januarij anno regni dict Dni Regis nunc octavo in placito pred ſupius menconat dic q̄d p aliqua preallegat breve ſuu predcm caſſari non debet quia dic q̄d non hetur aliquod tle recordum alicujus tlis brevis & narracon in Convencon ꝓ pred trigint & duabus libr parcell' de pred Sexagint & octo libr & decem ſolid impetrat & pſecut hic in Cur reſiden & penden quale ipſe pred Henricus Winne in plito ſuo predco ſupius inde allegavit Et hoc pat eſt verificare unde pet' Judic & q̄d breve & narraco ſua pred quoad pred trigint & duas libras parcel' de pred ſexagint & octo libris et decem ſolid & quoad pred' tres libr' & decem ſolid' al' parcel' de pred' Sexagint & octo libr' & decem ſolid' in placito pred' menconat bona adjudicentur &c. Et quoad pred' trigint & tres libras reſid' de pred' Sexagint & octo libris & decem ſolid' in placito pred' menconat eadem Suſanna ex quo ipſa ſufficien matiam in lege ad acconem ſuam pred' ꝓ pred' trigint' & tribꝰ libris manutenend' ſupius declaravit quam ipſa parat' eſt verificare quam quidem materiam predictus Henr' Winne non dedit nec ad eam aliqualit' reſpondit ſed verificacon illam admitte omnino recuſat pet' Judic & debitum ſuu pred' quoad pred' trigint' & tres libras reſid' de

Per nul tiel Record, &c. al plea en abatement.

Joinder en Demurrer quant al reſidue.

pred' Sexaginta & octo libr' & decem ſolid' unacu dampnis ſuis occone detenconis debiti illius ſibi adjudicari &c.

Et pd' Henr' quoad pd' placitum pred' Suſanne quoad pred' trigint' & duas libr' parcel' de pred' Sexagint' & octo libr' & decem ſolid' p Annual' reddit' pred' ſexdecim libr' p duobus annis finit' ad feſtu Annunciacon bte Marie Virginis anno regni Dni Regis nunc ſeptimo parcel' de pred' quatuor annis finit' ad feſtu Natalis Dni anno regni Dni Regis nunc Octavo nec non quoad pred' tres libr' & decem ſolid' al parcell' de pred' Sexagint' & octo libr' & decem ſolid' p Annual' reddit' pred' duor Meleagridiu vel decem ſolid' in pecunia in exoneracone inde p ſeptem annis finit' primo die Januar' anno regni Dni Regis nunc ſexto parcell' de pred' novem annis finit' primo die Januar' anno regni Dni Regis nunc Octavo ſupius replicando plitat' dic qd' habetur tle Recordu qual' ipe pred' Henr' ſupius plitando allegavit Et hoc parat' eſt verificare p Recordu ill' ubi & quando &c.

Rejoinder. Que eſt tiel Record.

APres failer de dit Record Exceptions fueront priſe al Decl.

1. Except' fuit pris que per le Declarat' eſt ſolement diſt que le diſt *VVilliam Angel* fuit poſſeſſ. *de Tenement' pred'* lou ſon title doit eſtre monſtre, *Sed non allocat' vid.* pur ceo, 1 *Sid.* 218. *Bickerſtaff*'s Caſe.

2. Except' fuit, que le allegat' que le Rent pur les Turkeys devient due al Pl. *poſt election' ipſius Suſanne ad eoſaem denar' ſibi in exoneracon' Meleagrid' habend' & notic' inde per eund' Henric' habitam*, ne fuit ſufficient, mes duiſſoit eſtre expreſment averre, que le Pl. tiel jour & anne ad fait ſa election, &c. Et ad done notice de ceo al Def. *ſed non allocat'*; car eſt ſufficient coment neſt cy formal que poiet eſtre: Mes *Quere* en quel manner iſſue ſerroit pris per le Def. ſi nul election ou notice ad eſtre done, & pur ceo *vide* 1 *Mod. Rep.* 217. *Ingram*'s Caſe, *Et nota bene*, Mes fuit dit per Juſtice *Powell*, que l'un ou l'auter duiſſoit eſtre tender per le Def. Et que le porter del Action eſt un Election. *Lutwyche* Accounſel ove le Pl. Et le Pl. avoit Judgment pur tout ſa demand.

Robinſon v. *Corbett.*

Tempeſt. Trin. 11 W. 3. Rot. 1628.

Debt vers Exec'.

Midd' ſſ. ANna Corbett nuꝑ de Parochia Sci Andree Holborne in Com̄ p̄d Vid' Execut' Teſti Samuelis Corbett nuꝑ dict' Samuelem Corbett de paroch Sci Andree Holborne in Com̄ Midd̄ gen̄ ſum̄ fuit ad Reſpondend̄ Anne Robinſon Spinſter de pl̄ito q̄d reddat ei Septuagint' Libr' quas ei injuſte detinet &c. Et unde eadem Anna Robinſon per Arthur' Wight Attorn̄ ſuū dic' quod cū p̄fat' Samuel in vita ſua decimo quarto die Maij Anno regni Dni Regis Willi tercij nunc Regis Anglie &c. octavo apud Iſlington in Com̄ p̄d per quoddam ſcriptū ſuū Obligatoriū conceſſiſſet ſe teneri eidem Anne Robinſon in p̄d ſeptuagint' Libr' ſolvend̄ eidem Anne Robinſon cū inde requiſit' fuiſſet p̄d tamen Samuel in vita ſua ac p̄fat' Anna Corbett poſt ipſius Samuelis mortem licet ſepius requiſit' p̄d ſeptuagint' Libr' eidem Anne Robinſon non reddider' ſet ill' ei reddere contradixer' ac p̄d Anna Corbett ill' eidem Anne Robinſon adhuc reddere contradic' ac injuſte detinet unde dic' q̄d det̄iorat' eſt Et dampnū het ad valenc̄ decem Libr' Et inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur' ſcriptū p̄d quod debitū p̄d in forma p̄d teſtatur cujus dat' eſt die & anno ſupradict' &c.

Narr'. Sur Obl. fait per le Teſtat' del def. 14 Maij 8 W. 3.

Barr.

Que puis le mort de ſon Teſtat' un *Will. Wiſe* en le Term de P. port un Bill en B. R. vers luy com' Executrix, &c. De Plea de Debt.

Et p̄dca Anna Corbett ꝑ Willm̄ Pulter Attorn̄ ſuū ven̄ & defend̄ vim & injur̄ quando &c. Et ꝓteſtando q̄d ſcriptū p̄d non eſt factum p̄fat' Samuelis dic' q̄d p̄d Anna Robinſon Accōnem ſuam p̄dcam̄ ꝟſus ipſam Annam Corbett h̄ere non debet quia dic' q̄d poſt mortem p̄fat' Samuelis Alias ſcilt die Mercurij ꝓx' poſt quindenam Paſche in Termino Paſche Anno Regni dicti Dni Regis nunc nono quidam Willielmꝰ Wiſe ꝑ Johem Williams Attorn̄ ſuū ven̄ in Cur' dicti Dni Regis coram ipſo Rege eadem Cur' apud Weſtm̄ in Com̄ Midd̄ tunc exiſten̄ Et ꝓtulit tunc ibm quandam billam ſuam ꝟſus ipſam Annam Corbett ꝑ nōen Anne Corbett Vid' Executricis teſti & ult' voluntat' Samuelis Corbett ſcriptoris nuꝑ viri ſui defunct' Alias nuꝑ dict' Samuelem Corbett de paroch Sancti Andree Holborne in Com̄ Midd' ſcript' tunc in Cuſtod' Marr' Marreſc' dicti Dni Regis coram ip̄o Rege exiſten̄ de pl̄ito debi Et fuer' Pleg' de ꝓs ſcilt Johannes Doe & Ricardus Roe ꝑ quam quidem billam prefat' Willielmꝰ Wiſe querebatur de eadem

Anna Coꝛbett de placito qd' redderet ei ducentas libr' legl'is moneť Angl' quas ei tunc injuſte detinuit ꝓ eo videlt qđ cum p̃fat' Samuel in vita ſua ſcilt ultimo die Octobr̃ anno regni dicti Dni Regis nunc & Dne Marie ſecde nuꝑ Regine Angl' &c. pꝛimo apud paroch Sancti Clementis Dacoꝝ in Com Midd p̃d ꝑ quoddam ſcriptu ſuu Obligatoꝝ ſigillo p̃fat' Samuelis in vita ſua ſigillat' Curieq; dicti Dni Regis tunc oſtens̃ cujus dat' fuit eiſdem die & anno cogn ſe teneri & firmit' obligari p̃fat' Willelmo Wiſe in p̃dict' ducentis libr' ſolvend p̃fat' Willielmo Wiſe cu inde poſtea requiſit' fuiſſet Et ad eandem ſolucõnem bene & fidelit' faciend p̃fat' Samuel obligaſſet ſe Executor' & Adminiſtrator' ſuos firmit' ꝑ ſcriptum obligatoꝝ p̃dcm p̃fat' tamen Samuel in vita ſua & eadem Anna Coꝛbett poſt p̃fat' Samuelis moꝛtem licet ſepius requiſit' &c. p̃d ducent' libr' p̃fat' Willielmo Wiſe nondum ſolviſſent nec eoꝛum alt' ſolviſſet ſed ill' ei uſq; tunc ſolvere omnino contradixiſſent ac eadem Anna Coꝛbett ad tunc ſolvere contradixit & injuſte detinuit ad dampnu p̃fat' Willielmi Wiſe decem libr' Et inde tunc ꝓduxit ſectam &c. Et eadem Anna Coꝛbett ꝑ Jonathan Colt tunc Attoꝛn ſuu ven & defend vim & injur' quando &c. Et p̃fat' Willielm⁹ Wiſe petiit qđ eadem Anna Coꝛbett ad narracõnem ſuam p̃dcam reſponderet ſuꝑ quo p̃d Attoꝛn ipſius Anne tunc dixit qđ ipe non fuit infoꝛm ꝑ ipſam Annam Coꝛbett Magiſtram ſuam de aliquo reſponſo ꝓ eadem Anna Coꝛbett p̃fat' Willielmo Wiſe in p̃miſs dand nec aliquid aliud inde dixit in barram ſive p̃cluſionem Accõnis p̃fat' Willielmi Wiſe p̃d ꝑ quod p̃fat' Willielm⁹ Wiſe remanſit v̄ſus ipſam Annam Coꝛbett indefens̃ &c. Jđ cons̃ tunc fuit qđ p̃d Willielm; Wiſe recuparet v̄ſus ipſam Annam Coꝛbett debitum ſuu p̃d necnon trigint' & un ſolid ꝓ dampnis ſuis que ſuſtinuiſſet tam occõne detencõnis debiti illius quam ꝓ miſ & cuſtag' ſuis ꝑ p̃fat' Willielmum Wiſe circa ſectam in ea parte appõit' p̃fat' Willielmo Wiſe ꝑ Cur' dicti Dñi Regis tunc ibm ex aſſenſu ſuo adjudicat' de bonis & catallis que fuer' p̃fat' Samuelis tempoꝛe moꝛtis ſue in manibus ipſius Anne Coꝛbett Adminiſtrand ſi tant' inde in manib; ſuis habuiſſet Et ſi tant' tunc non huiſſet tunc dampna p̃dicta de bonis & catallis ipſius Anne Coꝛbett ꝓpr' levand' Et eadem Anna Coꝛbett in mia &c. ꝓut ꝑ recoꝛdum inde in eadem Cur' dicti Dñi Regis coꝛam ipõ Rege apud Weſtm p̃d nunc reſiden plenius liquet & apparet qđ quidem debm ſic ut p̃fertur recupat' eſt v̄um & juſtum debm & mie ſolut' qđq; Judic' p̃dcm ꝓ eodem debito juſte & debite hit' & obtent' fuit ac adhuc in ſuis pleno roboꝛe vigoꝛe & effcu exiſtit & remanet mie ſatisfact' rev̄ſat' ſeu alit'

Sur que le Pl. declare. Sur obl. fait per le testator de 200l.

Judgment v. luy *per non ſum informat'* pur le dit Debt & 31 s. pur Dam.

Prout per record.

Averment que fuit voire Debt, &c.

Autiel Judgment vers luy en meſme le term a le ſuit de *Valentine Houſeman* & *George Shaw* pur 298 l. 18 s. Debt & 36 l. pur Coſts.

adnullat̃ Et eadem Anna Corbett ult̃ius dic̃ qđ alias ſcilt p̄dcō die Mercurij ꝓx poſt quindenam Paſche in p̄dcō t̃mino Paſche anno regni dicti Dnĩ Regis nunc nono ſup̄dico quidam Valentinus Houſeman & Georgius Shaw ꝑ Solomonem Sewen Attorn̄ ſuū ven̄ in eandem Cur̃ dicti Dnĩ Regis coram ipō Rege Et ꝓtulit tunc ibm quandam billam ſuam verſus ipam̄ Annam Corbett ꝑ nomen Anne Corbett vid' Executricis teſti & ult̃ voluntat̃ Samuelis Corbett nuꝑ viri ſui defunct̃ als nuꝑ dict' Samuel Corbett of the Pariſh of St. Andrew Holborn in the County of Middleſex Scrivener in Cuſtod' Marr' &c. de placito debiti & fuer̃ Pleg' de ꝓs ſcilt Johes Doe & Ricardus Roe ꝑ quam quidem billam p̄fat̃ Valentinus Houſeman & Georgius Shaw querebant̃ de eadem Anna Corbett de placito qđ redderet eis ducent̃ nonagint̃ & octo libr̃ & octodecim ſolid ległis monet̃ Anglie quas eis injuſte detinuit ꝑ eo videlt quod cum prefat̃ Samuel in vita ſua ſcilt viceſimo primo die Februarij anno regni dicti Dnĩ Regis nunc ſeptimo ſup̄dico apud p̄dcam̄ Parociam ſci Clementis Dacorum in Com̄ Midd' p̄d ꝑ quandam Indentur̃ int̃ p̄fat̃ Samuelem in vita ſua ꝑ nomen Samuelis Corbett de paroch Sancti Andree Holborne in Com̄ Midd' Scriptor̃ ex una parte & p̄fat̃ Valentinū ꝑ nomen Valentini Houſeman Civis & Junctor̃ London̄ & p̄dcm̄ Georgiū ꝑ nomen Georgij Shaw de Paroch Sancti Andree Holborne p̄d in Com̄ Midd' pred Swordcutler ex alt̃a parte fcam̄ cujus quidem Indentur̃ unam partem ſigillo prefat̃ Samuel' ſigillat̃ prefat̃ Valentinus & Georgius tunc in eadem Cur̃ dicti Dnĩ Regis coram ipſo Rege ibm ꝓtuliſſent cujus dat̃ fuit eiſdem die & anno ꝑ ſeipſo Executoribus Adminiſtratoribus & Aſſign̄ ſuis conveniſſet ꝓmiſiſſet & agreaſſet ad & cū prefat̃ Valentino & Georgio eorum ſuperſtit' Anglice ſurvivour Executor̃ Adminiſtrator̃ & Aſſign̄ t'lis ſuperſtitis per Indenturam pred qđ ipſe prefat̃ Samuel hered Executor̃ vel Adminiſtrator̃ ſive Aſſign' ſui bene & vere ſolverent vel ſolvi cauſarent prefat Valentino & Georgio vel ſuperſtiti eoꝝ vel Exec' vel Adm̄ ſive Aſſign' t'lis ſuꝑſtitis ſum̄am ducent̃ nonagint̃ & octo libr̃ & octodecim ſolid' videlt ſum̄am octo libr' & novem ſolid' ſuꝑ viceſimū ſecdm̄ diem Auguſti tunc ꝓx' ſequen̄ & ſum̄am ducent̃ & nonagint̃ libr' & novem ſolid' ſuper viceſimum ſecdm̄ diem Februarij qui tunc foret in an̄o Dnĩ millimo ſexcenteſimo nonageſimo quinto Et prefat̃ Valentinus & Georgius in facto dixer' q̄d nec p̄fat̃ Samuel in vita ſua nec ipā Anna Corbett poſt mortem p̄fat̃ Samuelis p̄dcam̄ ſummam octo libr' & novem ſolid' & al' p̄dcam̄ ſummam ducent̃ & nonagint̃ libr' & novem ſolid' in toto ſe attingen' ad p̄dcam̄ ſummam ducentaꝝ nonagint̄ & octo libr̄ & octodecim ſolid' ſeu aliquem inde denar' p̄fat̄ Valentino & Georgio nondū ſolviſſent nec eoꝝ alter ſolviſſet ſed p̄ed' ducente nonagint̄ & octo libr' & octodecim ſolid' in vita p̄fat̄ Samuelis & poſt p̄fat̄ Samuelis mortem aretro fuiſſent & non ſolut̄ & uſq; tunc aretro & inſolut̄ extitiſſent ꝑ q̄d acc̄o accreviſſet p̄fat̄ Valentino & Georgio ad exigend' & habend' de p̄fat̄ Samuele in vita ſua ac de eadem Anna Corbett poſt p̄fat̄ Samuelis mortem p̄dcas̄ ducentas nonagint̄ & octo libr̄ & octodecim ſolid' p̄fat̄ tamen Samuel in vita ſua & eadem Anna Corbett poſt mortem p̄fat' Samuelis licet ſepius requiſit̄ &c. p̄d' ducent̄ nonagint̄ & octo libr' & octodecim ſolid' ſeu aliquem inde denar' p̄fat' Valentino & Georgio ſeu eoꝝ alteri nondum reddidiſſent nec eoꝝ alter reddidiſſet ſed ill' eis uſq; tunc ſolvere omnino contradixiſſent & eadem Anna Corbett adtunc reddere contradixiſſet & injuſte detinuiſſet ad dampnum p̄fat̄ Valentini & Georgij decem libr' & inde tunc p̄duxiſſent ſectam &c. Et eadem Anna Corbett ꝑ p̄d Jonathanum Colt Attorn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et p̄fat' Valentinus & Georgius petijſſent q̄d ead̄ Anna Corbett ad narrac̄onem ſuam p̄d reſpond' ſuꝑ quo p̄d Attorn̄ ipſius Anne tunc dixiſſet q̄d ip̄e non fuit inform̄ ꝑ eandem Annam Corbett magiſtrā ſuam de aliquo reſponſo p eadem Anna Corbett p̄fat' Valentino & Georgio in premiſſ' dand̄ nec aliquid aliud inde dixerit in barram ſive p̄cluſionem acc̄onis p̄fat' Valentini & Georgij p̄ed' ꝑ q̄d p̄fat̄ Valentinus & Georgius remanꝫ inde v̄ſus ipam̄ Annam Corbett indefens̄ &c. Jō conſ̄ tunc fuit q̄d p̄fat' Valentinus & Georgius recuperarent verſus ipam̄ Annam Corbett debm̄ ſuū p̄dcm̄ necnon trigint' & ſex ſolid p dampnis ſuis que ſuſtinuiſſent tam occ̄one detenc̄onis debi illius quam p miſ̄ & cuſtag' ſuis ꝑ p̄fat̄ Valentinū & Georgiū circa ſectam ſuam in ea parte appōit̄ p̄fat̄ Valentino & Georgio ꝑ p̄dcam̄ Cur' dc̄i Dnī Regis coram ip̄o Rege adtunc ibm̄ exiſten̄ ex aſſenſu ſuo adjudicat̄ de bonis & catallis que fuer' p̄fat̄ Samuel' tempore mortis ſue in manibꝰ ipſius Anne Corbett adminiſtrand' ſi tant̄ in manibꝰ ſuis habuiſſet & ſi tant' non habuiſſet tunc dampna p̄d de bonis & catallis ipſius Anne ppr' levand' Et eadem Anna Corbett in miā &c. put ꝑ record̄ inde in eadem Cur' dc̄i Dnī Regis coram ip̄o Rege apud Weſtm̄ p̄dcm̄ nunc reſiden̄ plenius liquet & apparet q̄d quidem debm̄ ult' menc̄onat̄ ſic ut p̄fertur recuperat' eſt verū & juſtū debū ac miē ſolut' q̄dq; Judicm̄ p̄dcm̄ ult' menc̄onat' p eodem debo ſitit̄ juſte & debe habit' & obtent̄ fuit Ac adhuc in ſuis pleno robore vigore & effect' exiſtit & remanet miē rev̄ſat' ſatisfact' ſeu alter

Plene administravit &c. *preter* biens al value de 20 l. &c.

Averment de Identities.

ter adnullat' Et eadem Anna Corbett ulterius dic' q̄d ip̄a plene adminiſtravit omnia bona & catalla que fuer' p̄fat' Samuelis tempore mortis ſue p̄ter bona & catalla ad valenc' vigint' libr' Et q̄d ip̄a eadem Anna Corbett nulla habet bona ſeu catalla que fuer' p̄fat' Samuelis tempore mortis ſue in manibus ſuis adminiſtrand' nec habuit die impetrac̄onis br̄is originalis pred Anne Robinſon in hac parte nec unquam poſtea preter predc̄a bona & catalla ad valenc' pred' vigint' libr' que ſeperalibꝰ execuc̄onibꝰ Judicioꝝ pred̄ onerat' & obligat' exiſtunt Et hoc eadem Anna Corbett parat' eſt verificare unde pet' Judicim̄ ſi predc̄a Anna Robinſon acc̄on ſuam pred' inde verſus eam habere debeat &c. Cum hoc q̄d eadem Corbett verificare vult q̄d eadem Anna Corbett in recordis Judicioꝝ predc̄oꝝ ſuperius nominat' & eadem Anna Corbett modo defend' ſunt una & eadem p̄ſona & non alia neqꝫ diu̾ſa q̄dqꝫ prefat' Samuel' Corbett in recordis Judic̄oꝝ predc̄oꝝ ſuperius nōiat' & prefat' Samuel' Corbett in narrac̄one pred' Anne Robinſon ſuperius nōiat' ſunt una & eadem p̄ſona & non alia neqꝫ diu̾ſa.

Replic'.

Proteſt' que le Def. ad aſſets pluis que a ſatisfier les dits Judgments.

Plea que le dit Judgmt' obtaine per le dit *Wiſe*, fuit obtaine per fraud, &c

Le meſme, del Judgmt' obtaine per les dits *Houſeman* & *Shaw*.

Et pred' Anna Robinſon dic' q̄d ip̄a p̲ aliqua preallegata ab acc̄on ſua pred' verſus eandem Annam Corbett habend̄ precludi non debet quia ꝓteſtando q̄d eadem Anna Corbett die impetrac̄on br̄is original' ipſius Anne Robinſon & poſtea habuit diu̾ſa bona & catalla que fuer' pred̄ Samuelis Corbett tempore mortis ſue in manibus ſuis adminiſtrand̄ ad valenc' pred̄ debi ipſius Anne Robinſon ultra & preter bona & catalla ſufficien p ſatiſfacc̄on & exonerac̄on ſeperal' Judicioꝝ pred̄ ſuperius ſpecificat' ꝓ p̄lito eadem Anna Robinſon dic' q̄d Judicim̄ pred̄ p̲ pred̄ Will'um Wiſe verſus pred̄ Annam Corbett ſic ut prefertur habit' & obtent' habit' & obtent' fuit p̲ fraudem & covinam ipſius Anne Corbett ea intenc̄on ad ipam Annam Robinſon de debito ſuo pred̄ defraudand̄ & decipiend̄ q̄dqꝫ Judicim̄ pred̄ p̲ pred̄ Valentinum Houſeman & Georgium Shaw verſus eandem Annam Corbett ut prefertur habit' & obtent' habit' & obtent' fuit per fraudem & covinam ipſius Anne Corbett ea intenc̄on ad ipam̄ Annam Robinſon de debo ſuo pred̄ defraudand̄ & decipiend̄ Et hoc parat' eſt verificare unde pet' Judicim̄ Et debitum ſuum pred' una cum dampnis ſuis occ̄one detenc̄onis debi pred' ſibi adjudicari &c.

Rejoinder.

Proteſt' que le Replic' eſt inſuffic'.

Et pred̄ Anna Corbett ꝓteſtando q̄d replicac̄o predc̄a eſt omnino inſufficien in lege dic' q̄d Judicim̄ pred̄ p̲ p̄dc̄m Will'um Wiſe verſus ipam Annam Corbett ſic ut prefertur habit' & obtent' fuit bona fide & non per fraudem & covinam ipſius Anne Corbett ea intenc̄one ad predcam Annam Robinſon de debito ſuo p̃dc̃o defraudand̃ & decipiend̃ ꝓut p̃dc̃a Anna Robinſon ꝑ replicac̃onem ſuam predcam ſuperius allegavit Et de hoc pon ſe ſuper patriam &c. Et predc̃a Suſanna Corbett ulterius dic̃ q̃d p̃dcm Judicm ꝑ predcos̃ Valentin Houſeman & Georgiu Shaw verſus ipam Annam Corbett ut prefertur habit̃ & obtent̃ habit̃ & obtent̃ etiam fuit bona fide & non ꝑ fraudem & covinam ipſius Anne Corbett ea intenc̃one ad predcam Annam Robinſon de debito ſuo predc̃o defraudand' & decipiend' ꝓut predca Anna Robinſon per replicac̃onem ſuam predictam ſuperius etiam allegavit Et de hoc pon ſe ſuper p̃riam &c.

Que le Judgment obtaine per *Wiſe* fuit pur juſt Debt, &c.

Et de hoc, &c.

Le meſme quant al auter Judgment.

Et predca Anna Robinſon dic̃ q̃d p̃dc̃um placitum predict̃ Anne Corbett ſuperius rejungend̃ placitat̃ minus ſufficien in lege exiſtit ad ipſam Annam Robinſon ab acc̃one ſua predict̃ verſus prefat̃ Annam Corbett habend' precludend' q̃dq; ipſa ad rejunc̃onem illam modo & forma p̃dcis̃ placitat̃ neceſſe non habet nec per legem terre tenetur reſpondere Et hoc parat̃ eſt verificare unde ꝓ defectu ſufficien rejunc̃onis predce Anne Corbett in hac parte eadem Anna Robinſon ut prius pet̃ Judicm & debitum ſuum pred' una cum dampnis ſuis occ̃one detenc̃onis debi pred' ſibi adjudicari &c.

Special Demurrer.

Et ꝓ cauſa morac̃onis in lege ſuper rejuncon ill' eadem Anna Robinſon juxta formam ſtatut̃ in hujuſmodi caſu nuper edit̃ & provis̃ oſtendit & Cur̃ hic monſtrat hanc cauſam ſubſequentem videl̃t eo q̃d proteſtac̃o pred' in rejunc̃one predict̃ repugnans eſt ad materiam in eadem rejunc̃one placitat̃ ac extra rejuncon ill' omitti debuit &c.

Cauſe de Demurrer.

Et predca Anna Corbett ex quo ipſa ſufficien materiam in lege in rejunc̃one ſua predca ad predcam Annam Robinſon ab acc̃one ſua predca verſus ipam Annam Corbett habend' precludend' ſuperius allegavit quam ipa parat̃ eſt verificare quam quidem materiam p̃dca Anna Robinſon non dedic̃ nec ad eam aliqualit̃ reſpond̃ ſed verificacon ill' admittere omnino recuſat pet̃ Judicm & q̃d predca Anna ab acc̃one ſua predict̃ precludatur &c.

Joinder en Demurrer.

LE Exception mention en le Demurrer, *viz.* Que le Proteſtation en le Rejoinder eſt repugnant al matter de icel, fuit waive, & un ſingle Exception fuit priſe per *Levinz*, Accounſel ove le Plaintiff, *viz.* Que le Defendant en ſa Barr duiſt aver alledge en fact, Que ſon Teſtator ad fait le Obligation, & que ne fuit ſufficient que fuit alledge en le Count ſur que le Judgment fuit obtaine, que le Teſtator *per ſcriptum ſuum obligatorium conceſſit, &c.* car ceo n'eſt traverſable, & ne poit travers que le Debt recover *fuit juſtum & verum debitum*: Mes ſi le feſans del Obligation ad eſtre alledge, donc il poit aver plede al ceo, que n'unques fuit tiel obligat'; & il cite *Sid.* 230. *Browne* & *Purchaſe*'s Caſe, a ceſt purpoſe 1 *Brownlow* 49. 1 *Saun.* 328. *Cro. Eliz.* 462. Mes al ceo fuit reſpond per le Counſel del auter part, Que ne beſoigne de alledger en le Plea, que le Teſtator fuit oblige *per ſcriptum obligatorium*, & iſſint eſt adjudge en 1 *Keble* 808. & iſſint eſt *Coke*'s *Entries* 149. lou eſt adjudge bone ſur Demurrer, & ſont auters Preſidents iſſint, *viz. Co. Entr.* 269. *Browne*'s *Entries 2 part*, 88 & 96. *Lib. placitandi* 149, 157, & 179. Et de tiel Opinon fuit tout le Court; & fuit diſt per le Chief Juſtice & Juſtice *Powell*, que nul forſque le party meſme ſes Heires, Executors ou Adminiſtrators poient pleder *Non eſt fact'*. Et per Juſtice *Powel*, que le Plaintiff ne poiet inſiſt ſur aſcun choſe forſque le Fraud; & que le Opinion en *Greene* & *Wilcock*'s Caſe, *Cro. Eliz.* 462. ad eſtre de longe temps explode; & que nul beſoigne eſt a pleader que Judgment fuit *pro juſto & vero debito*; car ſerra iſſint preſume *prima facie.* Le Pl. ad conge a diſcontinuer ſur Payment de Coſts. *Lutwyche* Accounſel ove le Defendant.

Ladd v. *Garrod.*

Winford. Paſch. 9. W. 3. Regis. Rot. 321.

Debt pur 300l.

Narr'. Sur obl. fait 23 Aug. 1693.

Barr.

Le condit'. Recital que *Joſ. Kingdon* fuit en Debt al Pl. en 310l. & pluis, *&c.* Et que K. ad requeſt le plt. d'accept' de 10s. per *lib*, &c. Recital que Pl. al requeſt de Def. per un *Jo. Mottram* co obl. ove luy ad agree d'accept' les dit 10 s. per lib, *&c.*

Norwic' ſſ. Thomas Garrod nuper de Norwico Worſteadweaver al's dc̄us Thomam Garrod de Civitat' p̄dcā Worſteadweaver ſum̄ fuit ad reſpond̄ Johi Ladd de placito qđ reddat ei treſcentas libras quas ei debet & injuſte detinet &c. Et unde idem Johes per Nichum Pycroft Attorn̄ ſuū dic qđ cum p̄dcus Thomas viceſimo tcio die Auguſti anno Dnī Millmo ſexcenteſimo nonageſimo tercio apud Norwicum p̄dcam per quoddam ſcriptum ſuū obligatorū conceſſiſſet ſe teneri eidem Johi in p̄dcis treſcentis libris ſolvend̄ eidem Johi cum inde requiſit' fuiſſet p̄dcus tamen Thomas licet ſepius requiſit' p̄dcas treſcentas libras eidem Johi nondum reddidit ſed ill' ei hucuſq; reddere omnino contradixit & adhuc contradic' unde dicit qđ deteriorat' eſt & dampnū het ad valenciam Centum librarū Et inde p̄ducit ſectam &c. Et p̄fert hic in Cur' ſcriptum p̄dcm̄ quod debitum p̄dcm̄ in forma p̄dcā teſtat' cujus dat' eſt die & anno ſup̄dcis &c. Et p̄edcus' Thomas per Timotheum Nackbold Attorn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et pet' audit' ſcripti p̄edci Et ei legit' &c. petit etiam Auditum Condic̄onis ejuſdem ſcripti & ei legit' in hec vba. The Condition of this Obligation is ſuch, That whereas *Joſeph Kingdon* of the City of *London* Merchant, now is, and ſtandeth juſtly indebted to the abovenamed *John Ladd* in the Sum of three hundred and ten Pounds and upwards, all Monies and other Accounts paid for or to be made and demanded of the ſaid *John Ladd* by the ſaid *Joſeph Kingdon* as the ſaid *John Ladd* accounteth allowed. And whereas the ſaid *Joſeph Kingdon* is become inſolvent as he alledgeth, and thereupon hath deſired the ſaid *John Ladd* to accept and take ten Shillings in the Pound, or for every twenty Shillings which the ſaid *Joſeph Kingdon* now oweth to the ſaid *John Ladd*. And whereas the abovebound *John Mottram* and *Thomas Garrod* have mediated with the ſaid *John Ladd* to accept of the ſaid propoſed Compoſition of the ſaid *Joſeph Kingdon*. And whereas the ſaid *John Ladd* at the ſpecial Inſtance and Requeſt of the abovebound *John Mottram* and *Thomas Garrod* have agreed to accept and take of the ſaid *Joſeph Kingdon* the Sum of ten Shillings for every twenty Shillings which the ſaid *Joſeph Kingdon* now oweth to the ſaid *John Ladd*.

If

Le condit' meſme que eſt que le Def. & dit *Mottram*, &c. payeront al Pl. a cert' jours 10 s. pur chesc' 20 s. que le Pl. per ſuffic' proof ferroit de appearer d'eſtre donc due a luy del dit *Kingdon*. Plea, que le Pl. ne unques feſoit d'appearer, que aſcun ſum' fuit due a luy, &c.

If therefore the ſaid *John Mottram* and *Thomas Garrod* or either of them or their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them do and ſhall well and truly pay or cauſe to be paid unto the ſaid *John Ladd* his Executors, Adminiſtrators or Aſſigns the Sum of ten Shillings for every twenty Shillings which the ſaid *John Ladd* his Executors or Adminiſtrators, do or ſhall by ſufficient Proof make appear to be now due and owing to him the ſaid *John Ladd* from the ſaid *Joſeph Kingdon* in manner following, that is to ſay, one Moiety or half part thereof upon the five and twentieth day of *November* next enſuing the Day of the Date hereof. And the other Moiety, or half part thereof, upon the five and twentieth Day of *February* then next enſuing. That then this preſent Obligation to be void; otherwiſe to be and remain in full Force and Effect. Quibus lc̃is & auditis idem Thomas dicit quod p̃dcus' Johes Acc̃onem ſuam p̃dcam inde ṽſus eum here non debet quia dicit qđ ad vel ante pred' viceſimum quintum diem Novembris & viceſimum quintum diem Februarij in condic̃one p̃dca menconat & ſpecificat vel ad vel ante eoꝝdem dieꝝ alterum vel ad aliquod tempus vel aliqua tempora poſt confecc̃onem ſcripti pređ & ante diem impetrac̃onis bris' originalis ipus' Johis idem Johes per ſufficiend probac̃onem apparere non fecit qđ treſcente libre vel aliqua al' certa major vel minor pecunie ſuma tempore confecc̃onis ſcripti pređ fuit debit & debitat Anglice due and owing eidem Johi a pređ Joſeph Kingdon in predca condic̃one ejuſdem ſcripti nominat put idem Johes ex parte ſua ſcdm formam & effcm condic̃onis illius apparere feciſſe debuit Et hoc idem Thomas parat eſt verificare unde pet Judic ſi p̃d' Johes acc̃onem ſuam pred' verſus eum here debeat &c.

Replic' Que devant les jours de Payment en le Cond' le Pl. & *Kingdon* account, Et *K.* fuit trove en arrear, & confeſs ſoy meſme d'eſtre indebt en 310 l.

Et pređ Johes Ladd dicit qđ ipſe per aliqua p̃allegata ab acc̃one ſua predca henđ p̃cludi non debet quia dicit qđ poſt confecc̃onem ſcripti pređ & ante pred' viceſimum quintum diem Novembris in condic̃one pređ menc̃onat' ſcilt triceſimo die Oc̃tobris anno Dñi Millimo ſexcenteſimo nonageſimo tercio ſup̃dcõ apud Norwicum predcam predcus' Joſephus Kingdon in condic̃one pređ ſuperius nominat' & idem Johes inſimul inter ſe computaver de omnibus denariorum ſummis inter eos tempore confecc̃onis ſcripti pred' debit Et ſuper compo illo predcus' Joſephus invent' fuit in arrerag' erga ipm Johem Ladd in Treſcentis & decem libris legalis monete Anglie idemque Joſephus adtunc & ibidem cognovit ſe tunc fore & tempore confecc̃onis ſcripti pređ fuiſſe indebitat prefat Johi Ladd in pređ treſcentis & decem libris unde idem Johes poſtea & ante predcm viceſimum quintum diem Novembris ſcilt

eodem triceſimo die Octobris anno Dñi ſuprad' apud Norwicum predcam pred Thome ac prefat Johi Mottram dedit noticiam Sicque idem Johannes Ladd poſt confeccõnem ſcripti predicti & ante diem impetracõnis predicti bris' ſui originalis necnon ante predictum viceſimum quintum diem Novembris per ſufficien probacõnem apparere fecit ſecundum veram intencõnem Condicõnis predc quod predc treſcente & decem libre tempore confeccõnis ſcripti predicti fuer debit & deben Anglice due and owing eidem Johanni Ladd a predicto Joſepho videlt apud Norwicum predcam' ac proinde predicti Thomas & Johannes Mottram juxta predcam' ratam decem ſolidorum pro quibuſlibt viginti ſolidis de predcis' treſcentis & decem libris eidem Johanni Ladd per predcm' Joſephum ſic ut prefert debit & ſecundum formam & effcm' Condicõnis predc ſolvere debuer ſeu eorum alt ſolvere debuit eidem Johanni Ladd Centum quinquaginta & quinque libras ſcilt ſeptuaginta & ſeptem libras & decem ſolidos unam medietatem inde ſuper predcm' viceſimum quintum diem Novembris & ſeptuaginta & ſeptem libras & decem ſolidos inde reſid ſuper predcm' viceſimum quintum diem Februarij in eadem Condicõne mencõnat Et idem Johannes Ladd proteſtando quod predicti Thomas & Johanes Mottram hucuſque non ſolverunt ſeu eorum alt ſolvit eidem Johanni Ladd predcas Centum quinquaginta & quinque libras ſeu aliquem denarium inde pro placito idem Johannes Ladd ulterius dicit quod predicti Thomas & Johannes Mottram non ſolverunt nec eorum alt ſolvit eidem Johanni Ladd predcas ſeptuaginta & ſeptem libras & decem ſolidos exiſten unam medietatem predictar Centum quinquaginta & quinque librarum ſuper predictum viceſimum quintum diem Novembris quos ei ſuper eundem diem ſolviſſe debuer ſeu eorum alt ſolviſſe debuit ſecundum formam & effcm Condicõnis predc Et hoc parat eſt verificare unde pet Judic & debitum ſuum predictum unacum dampnis ſuis occõne detencõnis debiti illius ſibi adjudicari &c. Demurrer & Joinder en Demurrer.

Notice.

Breach que le Def. & le dit *Mottram* n'ont pay, &c. al Pl. 77 l. 10 s. ſur le 25 de Nov. mention en le Condit'.

EN ceſt Caſe fuit object per Serjeant *Wright*, donc Serjeant le Roy, Que proof en ceſt Caſe doiet eſtre proof ſur Trial per Jury, que eſt le ſole Proof de que le Ley priſt notice; & pur ceo il cite 10 *E.* 4. 11. *Cro. Eliz.* 305. *Scroggs* v. *Griffin*, 2 *Cro.* 232, 381 & 488. 1 *Sid.* 57. *Hob.* 92. 2 *Keble* 239. & quant al *Butcher* & *Vales* Caſe, 1 *Sid.* 313. il dit que ceo fuit per reaſon que fuit auter Proof appoint per les parties.

Reſp. Al que fuit reſpond per le Counſel del Pl. que come ceſt Caſe
eſt, un Judic' proof ne poiet eſtre intend per les parties; car le
proofe eſt a preceder le primer Payment del Argent, car le Obl.
port date 23 *Aug.* 1693. & le primer Payment eſt d'eſtre fait
25 *Novembris* enſuant, iſſint que eſt forſque un mois & deux jours
en temps de Terme pur le feſans de ceo, & donc Proof ne poit
eſtre fait deins tiel petit temps, & per conſequence aſcun auter
Proofe de neceſſity eſt d'eſtre intend.

2 *Object.* Mes donque fuit Object, Que le Confeſſion de *Kingdon*
ne fuit ſufficient, & auxi que il ne fuit *fide dignus.*

Reſp. Al que fuit reſpond, que admittant que ad eſtre ſufficient
temps pur le Proof devant le porter del Action, ceo ne puiſſoit
eſtre eu vers le Def. car le Pl. ad nul cauſe de Action vers luy, mes
ſolement ſur le Obligation, & il ne puit aver Action ſur ceo de-
vant le Proof, & ſi ſerroit envers *Kingdon*, ſon confeſſion del Action,
ou Demurrer al Declaration ſans bone Cauſe, ad eſtre ſufficient
Evidence, come *Crookſhay* & *Woodward* s Caſe, *Hob.* 217. eſt, &
ſi iſſint, nul reaſon poiet eſtre done que ſon confeſſion ſur ac-
count ne ſerroit bone Evidence. Et quant al competency de *King-*
don, il eſt agree come appiert per le Condition del Obligation
que Argent fuit due al Pl. per *Kingdon*; Mes le *quantum* del Debt
fuit le ſole Matter en Controverſie, & nul perſon certes pluis
proper de aſcertainer ceo que *Kingdon*, ſur account ove le Pl. nec
fuit material al *Kingdon* ſi fuit plus ou meins; car le Defendant
fuit oblige a payer ceo, & eſt d'eſtre preſume que *Kingdon* ne
voilet faire injury al Def. que fuit cy *kind* al luy de engager
luy meſme a ſatisfier ſon Debt. Et le Caſe de *Cockain* & *Goodlage*,
1 *Bul.* 40. eſt un Authority en point, que le Proof eſt bone. *Tota*
Cur' pro Quer. & Judgment done accordant. *Lutwyche* Accounſel
pur le Plaintiff.

Briggs v. *Mond.*

Cooke.

Hill. 9 Will. 3. Regis.

Kanc' ſſ. WAlterus Mond nuper de Aſhfoꝛd in Com pꝛed' Tanner al's dict' Walterum Mond de Aſhfoꝛd in Com Kanc' Tanner ſum fuit ad reſpondend' Anne Bꝛiggs de ꝑlito q̄d reddat ei viginti libꝛas quas ei debet & injuſte detinet &c. Et unde eadem Anna ꝑ Johem Wade Attoꝛn ſuu dic' q̄d cum p̄dcus̄ Walterus ſeptimo die Julij año regni Dñi Willi tertij nunc Regis Anglie &c. octavo apud Aſhfoꝛd ꝑ quoddam ſcriptu ſuu obligatoꝛiu conceſſiſſet ſe teneri p̄fat' Anne in pꝛed viginti libꝛis ſolvend' eidem Anne cum inde poſtea requiſit' fuiſſet Pꝛedcus̄ tamen Walterus licet ſepius requiſit' pꝛed' viginti libꝛas eidem Anne nondum reddidit ſed ill' ei hucuſq; reddere contradixit & adhuc contradic' unde dic̄ q̄d deterioꝛat' eſt Et dampnu habet ad valenciam decem libꝛaꝝ & inde ꝓduc' ſectam &c. Et ꝓfert hic in Cur̄ ſcriptu p̄dcm q̄d debm pꝛedcm̄ in foꝛma pꝛed' teſtatur cujus dat' eſt die & año ſupꝛadict' &c.

Narr. Sur obl' dat' 7. Jul. 8 W. 3. pur 20 l.

Et p̄d Walterus ꝑ Samuel' Gꝛove Attoꝛn ſuu ven̄ & defend̄ vim & injur' quando &c. Et pet' auditu ſcripti p̄dict' & ei legitur &c. pet' etiam auditu condicon̄ ejuſdem ſcripti & ei legitur in hec v̄ba: The Condition of the above-written Obligation is ſuch, That the above-bounden *Walter Mond*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the above-named *Anne Briggs*, her Executors, Adminiſtrators or Aſſigns, the full Sum of Ten Pounds of good and lawful Money of *England*, at or upon the eighth Day of *January* next enſuing the Date hereof, Provided the ſaid *Anne Briggs* ſhall and do from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indempnified one *Thomas Sheaſe* of *Willesborough* in the ſaid County, Maultſter, his Heirs, Executors or Adminiſtrators, of and from all Coſts, Trouble, Expences, Damages and Charges which may happen or come, or which the ſaid *Thomas Sheaſe*, his Heirs, Executors or Adminiſtrators may ſuſtain or be put unto for or by Reaſon of the ſaid *Anne Briggs* being with Child, That then the above-written Obligation to be void, or elſe to be and remain in full force and virtue. Quibus lectis & auditis idem Walterus dic' q̄d pꝛedca Anna accon ſuam pꝛedcam v̄ſus eum habere non debet quia dic' q̄d pꝛed Anna pꝛedc̄o tempoꝛe confeccōnis ſcripti pꝛed fuit gravida videlt apud Aſhfoꝛd p̄dcam

Barr.

Le Condit' A payer al Pl. 10 l. 8 Jan. proch. enſuant, Proviſo le Pl. ſaveroit T. S. harmleſs de touts coſts, &c. per reaſon del Pl. eſteant enſeint ove infant.

Plea, que le Pl. fuit enſeint al temps de feſans d'obl.

eademqꝫ Anna ſic ut prefertur gravida exiſten̄ poſt confeccōn ſcripti p̄d & ante pred̄ octavum diem Januar̄ in condic̄one pred̄ mencōnat̄ ſcilt decimo die Julij an̄o octavo ſup̄dict̄ apud Aſhford pred̄ coram Thoma Taylor Armig' tunc uno Juſtic' Dn̄i Regis nunc ad Pacem in Com̄ Kanc' p̄d conſervand̄ aſſign̄ examinat̄ fuit ſup ſacrm̄ ſuū corporale eademqꝫ Anna ſuper ſacrm̄ ſuū p̄d tunc & ibm dixit q̄d p̄fat̄ Thomas Sheafe (non exiſten̄ nuptus eidem Anne) ipam̄ eandem Annam feciſſet gravidam de infante ill' unde predca Anna adtunc gravida fuit Et ſuper inde p̄d Thomas Sheafe poſt confeccōn ſcripti p̄d & ante pred̄ octavum diem Januar̄ in condic̄one p̄d mencōnat̄ ſcilt p̄dco decimo die Julij an̄o octavo ſupradict̄ apud Aſhford pred' ſuper pred' informacōn ipſius Anne ſuper ſacrm̄ ſuū p̄d duct̄ fuit coram Nicho Toke Mil' tunc uno al' Juſtic' dict̄ Dn̄i Regis ad Pacem in Com' Kanc' p̄d conſervand̄ aſſign̄ Et ſuper inde idem Thomas Sheafe ad evitand̄ impriſonamentū corporis ſui & ne ip̄e priſone committeretur adtunc & ibm coact' fuit devenire obligat̄ & invenire ſecuritatem & adtunc & ibm devenit obligat̄ & inveniebat ſecuritatem ꝓ comperentia ſua ad tunc pr' general' Quarterial' Seſſion̄ Pacis in & ꝓ Com̄ Kanc' p̄d apud Caſtrū Cantuar' in Com̄ p̄d tenend̄ q̄dqꝫ pred̄ Thomas poſtea & ante predcm̄ octavum diem Januar̄ in condic̄one predca mencōnat̄ ſcilt ad tunc pr' general' quartial' Seſſion̄ pacis in & ꝓ Com̄ Canc' p̄d tent' viceſimo ſeptimo die Julij anno Octavo ſuperdicō apud Caſtrū Cantuar' p̄dict̄ comperuit & adtunc & ibm debito modo exonerat' fuit Idemque Walterus in fcō dic̄ quod p̄dcus Thomas Sheafe rōne p̄miſſorum p̄d in iſto placito ipſius Walt'i ſuperius ſpecificat' poſt confeccōn ſcripti p̄d & ante p̄dcm̄ octavū diem Januar' in Condic̄one predca mencōnat' erogare & expendere compulſus fuit & erogavit & expendidit diverſas denar' ſummas in toto ſe attingen̄ ad magnam ſummam denar' ſcilt ad ſummam Centū ſolid̄ videlt apud Aſhford pred̄ unde predca Anna poſtea ſcilt primo die Januar' anno Octavo ſupradicō apud Aſhford p̄dcam̄ noticiam huit Quodqꝫ predca Anna eundem Thomam Sheafe in ea parte non indempnem conſervavit nec ipſum de dampnis & expenſus ſuis p̄dictis ſeu de aliqua parte inde hucuſqꝫ contentavit ſeu ſatisfecit ſecundū formam & effectū Condic̄onis p̄dict̄ Et hoc parat' eſt verificare unde pet' Judic' ſi p̄dca Anna accōnem ſuam p̄dcam̄ verſus eū here debeat &c.

Que 10 Jul. 8 W. 3. le Pl. fuit examine devant un Juſt. de paix, Et jure que le dit T. S. fuit le pere del Inf.

Sur que le dit. T. S. fuit priſe & port devant un Juſt. & fuit compell a trover Bail pur appeare al Quarter Seſſions, &c.

Et per reaſon de ceo il expende 5 l.

Notice done al Pl. Et el n'ad indemniſie, &c.

Replic'.

Et p̄dca Anna dic' quod ipſa ꝑ aliqua p̄allegat' ab accōne ſua predca verſus p̄dict' Walterū hend' p̄cludi non debet quia dic' q̄d poſt confeccōnem ſcripti obligatorij p̄dict̄ & ante p̄dcm̄ octavum

vum diem Januar' in Condic̄one p̃dict' mencōnat' ſcilt primo die Auguſti anno octavo ſupradc̄o p̃d Anna apud Aſhford p̃dict' peperit infantem maſculū de quo ipſa eadem Anna gravida fuit tempore confecc̄onis ſcripti obligatorij pred qui quidem infans fuit & eſt Baſtard p predcm̄ Thomam Sheafe genit' videlt apud Aſhford predict' Idemque infans in plena vita ibm adhuc exiſtit Et eadem Anna ulterius dic' quad p̃dcus' Thomas Sheafe a tempore Confecc̄onis ſcripti obligatorij pred' hucuſq; non dampnificat' fuit nec erogavit ſeu ſolvit aliquam denar' ſummam p de vel concernen̄ manutenc̄onem vel ſuſtentac̄onem ipſius Anne vel infantis p̃dict' Et hoc parata eſt verificare unde pet' Judic' & debitum ſuū predict' una cū dampnis ſuis occ̄one detenc̄onis debiti illius ſibi adjudicari &c. Demurrer & Joinder en Demurrer.

Que le Pl. 1 Aug. 8 W. 3. fuit deliver de un Infant que fuit un Baſtard engender per le dit T. S.

Que le dit T. S. ne fuit damnifie per reaſon del maintenance del Inf. ou del Pl.

PUR le Plaintiff fuit inſiſt, Que le Intent del Condition del Obligation fuit, que le pauvre Feme averoit tiel petit Summe de 10*l.* a maintainer luy meſme & ſa Child, que come appiert fuit le Baſtard-Child de *Sheafe*, & que le Def. ne ſerroit mis al aſcun ouſter Charge pur le maintenance de eux. Mes nemy a ſaver harmleſs de luy encounter legal proſecution, a preventer quel, il ne fuit en le poiar del Pl. ou Def. Et ſi le proviſo en le Condition del Obligation ad eſtre a tiel expreſs purpoſe, ad eſtre repugnant al primer part del Condition, *quia* encounter Ley. Et al ceſt purpoſe fueront cite le Caſe de *Price* & *Phaner*, *Mo.* 477. *Dobſon* & *Crew*'s Caſe, *Cro. Eliz.* 705. & de tiel Opinion fuit tout le Court. Et iſſint Judgment fuit done pur le Pl. *Levinz* pur le Def. *Lutwyche* pur le Plaintiff.

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eademq; Anna ſic ut prefertur gravida exiſten poſt confeccoñ ſcripti p̄d & ante pred octavum diem Januar' in condicone pred mencõnat' ſcilt decimo die Julij año octavo ſup̄dict' apud Aſhford pred coram Thoma Taylor Armig' tunc uno Juſtic' Dni Regis nunc ad Pacem in Com Kanc p̄d conſervand aſſign examinat' fuit ſup ſacrm ſuu corporale eademq; Anna ſuper ſacrm ſuũ p̄d tunc & ibm dixit q̄d p̄fat' Thomas Sheafe (non exiſteñ nuptus eidem Anne) ipam eandem Annam feciſſet gravidam de infante ill' unde predca Anna adtunc gravida fuit Et ſuper inde p̄d Thomas Sheafe poſt confeccoñ ſcripti p̄d & ante pred octavum diem Januar' in condicone p̄d mencõnat' ſcilt p̄dco decimo die Julij año octavo ſupradict' apud Aſhford pred' ſuper pred' informacoñ ipſius Anne ſuper ſacrm̃ ſuu p̄d duct' fuit coram Nicho Toke Mil' tunc uno al' Juſtic' dict' Dñi Regis ad Pacem in Com' Kanc' p̄d conſervand aſſign Et ſuper inde idem Thomas Sheafe ad evitand impriſonamentũ corporis ſui & ne ipe priſone committeretur adtunc & ibm coact' fuit devenire obligat' & invenire ſecuritatem & adtunc & ibm devenit obligat' & inveniebat ſecuritatem p comperentia ſua ad tunc px' general' Quarterial' Seſſioñ Pacis in & p Com Kanc p̄d apud Caſtru Cantuar' in Com p̄d tenend q̄dq; pred Thomas poſtea & ante predcm̃ octavum diem Januar' in condicone predca mencõnat' ſcilt ad tunc px' general' quartial' Seſſion pacis in & p Com Canc' p̄d tent' viceſimo ſeptimo die Julij anno Octavo ſuperdicõ apud Caſtru Cantuar' p̄dict' comperuit & adtunc & ibm debito modo exonerat' fuit Idemque Walterus in fcõ dic' quod p̄dcus Thomas Sheafe roñe p̄miſſorum p̄d in iſto placito ipſius Walti ſuperius ſpecificat' poſt confeccon ſcripti p̄d & ante p̄dcm octavu diem Januar' in Condicone predca menconat' erogare & expendere compulſus fuit & erogavit & expendidit diverſas denar' ſummas in toto ſe attingen ad magnam ſummam denar' ſcilt ad ſummam Centu ſolid videlt apud Aſhford pred unde predca Anna poſtea ſcilt primo die Januar' anno Octavo ſupradicõ apud Aſhford p̄dcam noticiam huit Quodq; predca Anna eundem Thomam Sheafe in ea parte non indempnem conſervavit nec ipſum de dampnis & expenſus ſuis p̄dictis ſeu de aliqua parte inde hucuſq; contentavit ſeu ſatisfecit ſecundu formam & effectu Condiconis p̄dict' Et hoc parat' eſt verificare unde pet' Judic' ſi p̄dca Anna acconem ſuam p̄dcam verſus eu here debeat &c.

Que 10 Jul. 8 W. 3. le Pl. fuit examine devant un Juſt. de paix, Et jure que le dit T. S. fuit le pere del Inf. Sur que le dit. T. S. fuit priſe & port devant un Juſt. & fuit compell a trover Bail pur appeare al Quarter Seſſions, &c.

Et per reaſon de ceo il expende 5 l.

Notice done al Pl. Et el n'ad indemnifie, &c.

Replic'.

Et p̄dca Anna dic' quod ipſa p aliqua p̄allegat' ab accone ſua predca verſus p̄dict' Walteru hend' p̄cludi non debet quia dic' q̄d poſt confecconem ſcripti obligatorij p̄dict' & ante p̄dcm octavum diem Januar' in Condic̄one p̄dict' menc̄onat' ſcilt primo die Auguſti anno octavo ſupradc̄o p̄d Anna apud Aſhford p̄dict' peperit infantem maſculū de quo ipſa eadem Anna gravida fuit tempore confecc̄onis ſcripti obligatorij pred̄ qui quidem infans fuit & eſt Baſtard̄ p̱ predcm̄ Thomam Sheafe genit' videlt apud Aſhford predict' Idemque infans in plena vita ibm adhuc exiſtit Et eadem Anna ulterius dic' quad p̄dcus' Thomas Sheafe a tempore Confecc̄onis ſcripti obligatorij pred' hucuſq; non dampnificat' fuit nec erogavit ſeu ſolvit aliquam denar' ſummam p̱ de vel concernen̄ manutenc̄onem vel ſuſtentac̄onem ipſius Anne vel infantis p̄dict' Et hoc parata eſt verificare unde pet' Judic' & debitum ſuū predict' una cū dampnis ſuis occ̄one detenc̄onis debiti illius ſibi adjudicari &c. Demurrer & Joinder en Demurrer.

Que le Pl. 1 Aug. 8 W. 3. fuit deliver de un Infant que fuit un Baſtard engender per le dit T. S.

Que le dit T. S. ne fuit damnifie per reaſon del maintenance del Inf. ou del Pl.

PUR le Plaintiff fuit inſiſt, Que le Intent del Condition del Obligation fuit, que le pauvre Feme averoit tiel petit Summe de 10*l.* a maintainer luy meſme & ſa Child, que come appiert fuit le Baſtard-Child de *Sheafe*, & que le Def. ne ſerroit mis al aſcun ouſter Charge pur le maintenance de eux. Mes nemy à ſaver harmleſs de luy encounter legal proſecution, a preventer quel, il ne fuit en le poiar del Pl. ou Def. Et ſi le proviſo en le Condition del Obligation ad eſtre a tiel expreſs purpoſe, ad eſtre repugnant al primer part del Condition, *quia* encounter Ley. Et al ceſt purpoſe fueront cite le Caſe de *Price* & *Phaner*, *Mo.* 477. *Dobſon* & *Crew*'s Caſe, *Cro. Eliz.* 705. & de tiel Opinion fuit tout le Court. Et iſſint Judgment fuit done pur le Pl. *Levinz* pur le Def. *Lutwyche* pur le Plaintiff.

Criſtopher Baron & *William Baron* Adminiſtr' *Georgij Baron* v. *Gervaſe Berkley.*

Winford. Mich. 9 vel 10 W. 3. Rot. 340.

Debt ſur Devaſtavit.

Midd'. ſſ. GErvaſius Berkley nuper de Paroch Sci Pauli Shadwel in Com pred' Ar' ſum fuit ad reſpondend Chriſtophero Baron Gen' & Willielmo Baron Gen' Adminiſtratoribꝰ bonorum & catallorum que fuer' Georgij Baron Mercatoris tempore mortis ſue cu teſtō p̄fat' Georgij anner' de placito qd reddat eis viginti & ſeptem libras quas eis injuſte detinet &c. Et unde iidem Chriſtopherus & Willielmus per Carolum Dymoke Attorn ſuu dic' qd' cu ipi iidem Chrus & Willus ut Adminiſtratores bonorum & catalloꝝ que fuer' p̄fat' Georgij Baron Mercatoris tempore mortis ſue cu teſtō p̄fat' Georgij anner' alš ſcilt Termino Scē Trinitat' anno regni Dni Willelmi nunc Regis Anglie &c. nono in Cur' dict' Dn̄i Regis de Banco hic ſcilt apud Weſtm in Com Midd p̄d' coram Georgio Treby Mil' & Socijs ſuis Juſtic' ejuſdem Cur' dict' Dn̄i Regis de Banco p̄d per conſideracōnem ejuſdem Cur' recuperaſſent verſus p̄dcum Gervaſium & quandam Annam tunc ux' ejus Executricem teſti Johis Juar defunct' nuper dict' John Juar Citizen and Painter-Stainer of London tm quoddm debum viginti & un librar' quam ſex libr' que eiſdem Chro & Willo in eadem Cur' dict' Dn̄i Regis nunc de Banco pred' adjudicat' fuer' ꝑ dampnis ſuis que huit occōne detencōnis debi illius de bonis & catallis que fuer' p̄fat' Johis Juar tempore mortis ſue in manibꝰ p̄dict' Gervaſij & Anne Adminiſtrand exiſten levand ſi tantum in manibꝰ eoꝝ Adminiſtrand huiſſent Et ſi non huiſſent tunc dampna p̄d de bonis & catallis p̄dictoꝝ Gervaſij & Anne ꝑpr' levand unde p̄d Gervaſius & Anna convict' fuer' ꝑut ꝑ Recordum & ꝑceſſum inde in eadem Cur' hic ſcilt apud Weſtm p̄d reſiden liquet manifeſte que quidem viginti & ſeptem libre eiſdem Chro & Willo adhuc inſolut' exiſtunt ac Judic' p̄d adhuc in ſuis pleno robore & effectu remanet mie reverſat' ſive ſatisfact' p̄dcaque Anna poſtea ſcilt primo die Octobris anno regni dict' Dn̄i Regis nunc nono apud paroch Sci Pauli Shadwell p̄d obiit p̄dcuſque Gervaſius ipſam ſupvixit poſteaque ſcil't t'mino Sancti Michis anno regni dict' Dni Regis nunc nono conſ fuit in' eadem

Narr. Que les Pls. obtaine Judgment pur Debt, &c. v. le Def. & A. donc ſa feme Executrix de J.

Que le Debt eſt uncore *inſolut.*

Mort de A. la feme.

eadem Cur' dict̄ Dñi Regis de Banco apud Weſtm̄ p̄d quod p̄d Chrus & Will'us herent Execucōnem verſus p̄d Gervaſium de debito & dampnis p̄d juxta formam recuperacōnis predc̄ ꝑ ipſius Gervaſij defalt' &c. ꝑut per Recordum & proceſſum in eadem Cur' dict̄ Dñi Regis de Banco p̄d hic ſcilt apud Weſtm̄ p̄d reſiden̄ liquet manifeſte iidemque Chrus & Will'us Execucōnem verſus p̄d Gervaſ̄ & Annam in vita p̄fat̄ Anne aut verſus p̄d Gervaſ̄ poſt mortem p̄fat̄ Anne de debito & dampnis p̄d in forma p̄d recuperat' nondum ſunt aſſecut' Et iidem Chrus & Will'us in fco' dic' qd' poſt mortem p̄fat̄ Johis Juar ac in vita ipſius Anne Et ante diem impetracōnis brevis Originalis ipoꝝ Chri & Willi ſuperius modo impetrat̄ ſcilt viceſimo nono die Junij anno regni dict' Dñi Regis nunc nono apud Paroch Sancti Pauli Shadwell pred̄ diverſa bona & catalla que fuer' pred̄ Johis Juar tempore mortis ſue devener' ad manus & poſſeſſionem p̄dictoꝝ Gervaſij & Anne in vita p̄fat̄ Anne Adminiſtrand̄ ad valenciam debiti & dampnoꝝ predictoꝝ unde debitum & dampna p̄d eiſdem Chro & Will'o ſatisfeciſſe potuiſſ̄ quodq; p̄dcus̄ Gervaſius adtunc & ibm bona & catalla p̄dcā in uſum ſuū ꝑpr' convertit & diſpoſuit ꝑ quod accōo accrevit eiſdem Chro & Willo ad exigend̄ & hend de p̄d Gervaſio p̄d vigint̄ & ſeptem libr' p̄dcus̄ tamen Gervaſius licet ſepius requiſit̄ p̄d vigint̄ & ſeptem libr' eiſdem Chro & Will'o nondum reddidit ſed ill' eis reddere hucuſq; om̄io contradixit & adhuc contradic' unde dic' qd̄ deteriorat' ſunt & dampnū hent ad valenc' vigint̄ libr' Et inde ꝑduc̄ ſectam &c. Demurrer & Joinder en Demurrer.

Judgment d'aver Execution vers le Def. ſole.

Nul Execution ewe.

Waſte de biens del Teſtat' al value del Debt.

Per quod, &c.

CEo Caſe fuit argue en *Mich.* 9, & *Hill.* 10 *W.* 3. per *Heath* al ambideux temps pur le Def. Et primerment per *Girdler*, & apres per *Levinz* pur le Pl. Et le ſole Queſtion en le Caſe fuit ſi le Action giſt. *Heath* pur le Def. argue que l'Action ne giſt. Il agree que ſi un *Devaſtavit* ad eſtre returne ſur un *Teſtat' Fieri facias*, & un Judgment ad eſtre ewe ſur ceo vers Baron & Feme, que le Baron ſerra chargeable apres le mort de Feme. Iſſint ſi Judgment eſt ewe vers Baron & Feme pur le Debt de Feme, & le Feme moruſt, le Baron eſt liable. 1 *Sid.* 337. *Eyres* v. *Coward.* Mes auterment eſt, ſi la Feme moruſt devant Judgment. Et en ceo Caſe, eſt nul Judgment ſur un *Devaſtavit* returne, eſt icy forſq; un ſuggeſtion que le Baron ad degaſt les biens de Teſtator en la vie de ſa Feme, que n'eſt ſufficient a charger le Baron apres le mort de Feme, car en *Mounſon* & *Bourne*'s Caſe, 1 *Cro.* 519. eſt dit per *Jones* Juſtice, que ſi un Recovery eſt ewe vers Baron &

Feme ſur un *Devaſtavit*, ſi le Baron ſurvive il ſerra charge, & ſi le Feme ſurvive luy, el ſerra charge. Mes ſi le Recovery ne ſoit vers Baron & Feme en la vie la Feme, & el moruſt, le Baron ne ſerra charge; & al ceo *Brampſton* agree.

Le Caſe en queſtion differt de Caſe de *Eyres* & *Coward*, 1 *Sid.* 337. & 2 *Keble* 223, 225, & 235. Car en ceſt Caſe la fuit un Judgment vers Baron & Feme ſur un *Devaſtavit* returne.

En *Trotman* & *James*'s Caſe, *Mich.* 9 *Car.* 1. 1 *Rolls Abr.* 351. *Nu. ult.* eſt laiſe un doubt, ſi Baron ſerra charge ſur un *Devaſtavit* returne, ſi le Feme moruſt devant Judgment done vers Baron & Feme ſur le *Devaſtavit*. Et il dit que il ad view le Record de ceſt Caſe, & nul Judgment eſt enter. Et il dit que il ad un Manuſcript Report de ſon pier, que donc fuit un Bencher de *Melieu Temple*, en que eſt report, que fuit reſolve en le dit Caſe de *Mounſon* & *Bourne*, que ſi la Feme moruſt devant Judgment ſur *Devaſtavit* returne, que donc eſt nul remedy per le Ley envers le Baron, *a multo fortiori*, il ne ſerra charge, lou eſt nul *Devaſtavit* returne.

A charger le Baron apres le mort de Feme Executrix, ſur un meere ſuggeſtion d'un *Devaſtavit* en le Declaration, eſt un novel invention, & *prime impreſſionis*, & ſans aſcun Preſident a garranter ceo.

Le Caſe de *VVheatly* & *Lane*, 1 *Saun.* 216. & 1 *Keble* 397. n'eſt ſemblable al Caſe en queſtion, car en ceſt Caſe l'Action fuit port vers l'Executor meſme ſur *Devaſtavit* per luy ſuggeſt en le Declaration; mes en le Caſe icy le Def. ne continue Executor, mes Adminiſtration de *bonis non*, &c. eſt d'eſtre commit per le Ordinary al prochein de Sank, iſſint que le Baron per le mort de ſa Feme, eſt come un meere Eſtranger a l'Eſtate de Teſtator.

Auter reaſon (come il dit) que le Baron ne ſerra chargeable en ceo Caſe fuit, pur ceo que le degaſter des biens fuit un Tort, & le *Devaſtavit* de Feme Executrix, iſſint que ſi le Baron ad moruſt devant la Feme el ſerroit chargeable ſur ceſt *Devaſtavit*; mes el eſteant la Tort feſor, Baron ne ſerra charge, pur ceo que le Tort *moritur cum perſona*; Et pur ceo il cite *Co.* 5. 73. *b.* *Clifton*'s Caſe, 1 *Inſt.* 54. *a.* lou eſt reſolve que Waſt ne giſt vers le Baron apres le mort de ſa Feme pur Waſt fait en la vie de ſa Feme, pur ceo que il fuit ſolement ſeiſie en le droit de Feme, & el fuit Tenant de Franktenement, & iſſint en le principal Caſe le Feme fuit Executrix, & le *Devaſtavit* eſt le *Devaſtavit* de Feme, & le Baron eſt ſolement ſuable pur Conformity.

Il ſerroit choſe eſtrange, que durant le Coverture le degaſt' des biens per le Baron ſerroit le degaſt' de Feme, quand le Baron ad relation al Executorſhip *jure uxoris*, & que apres la mort de Feme, quand le Baron per la mort del Feme ad perd ceſt relation, que le degaſter ſerroit transferre de la Feme al Baron. *Rolls Prohibit.* 302. *Nu.* 22.

Si un Executor de ſon tort ad degaſt les biens d'Inteſtate & moruſt, per le Common Ley ſon Executor ne fuit chargeable. Mes ore ceo eſt remedy per le Stat' de 30 *Car.* 2. *Cap.* 7.

Si un Feme Executrix priſt Baron que waſt les biens, & le Feme devie, per le Common Ley n'eſt aſcun Remedy vers le Baron per *Popham* & *Williams*, 1 *Rolls Abr.* 919. *Lett' F. Nu.* 2.

Iſſint per le Common Ley, Debt ne giſt vers Executor d'Executor ſur ſuggeſtion d'un *Devaſtavit* per le primer Executor. 1 *Ven.* 292.

De auter part fuit dit, que le parol *Devaſtavit* ne fuit en le Declaration: Mes les parols de ceo ſont, que le Def. *convertit & diſpoſuit bona Teſtatoris ad uſum ſuum proprium.* Et ſi Feme Leſſee pur vie rendant Rent priſt Baron & moruſt devant le Baron, il ſerra chargeable ove les Arrearages de Rent incurre en la vie de Feme. 1 *Rolls Abr.* 351. *Lett. G. Nu.* 1. Iſſint en le Caſe en Queſtion, pur ceo que le Def. convert les biens al ſon proper uſe, queux vaeront al ſatisfact' des Debts de Teſtator, il ſerra chargeable en ceo Action.

Et les Caſes de *Wheatley* & *Lane*, *Trotman* & *James*, & le Caſe de *Mounſon* & *Bourne* devant cite de part de Def. fueront cite de part del Pl. & auxi le Caſe de *Cory* & *Thin*, 2 *Sid.* 102. (Mes Report la per le noſme de *Cluther* & *Thin*) que eſt meſme Caſe en effect ove *Wheatley* & *Lane*'s Caſe, fuit cite de part del Pl. Et per eux fuit inferre, que le Averment en le Caſe en queſtion bien giſt a charger le Pl.

Et quant al Objection que le *Devaſtavit* fuit un perſonal tort & *morit' cum perſona.* Al ceo fuit reſpond, Que en ceo Caſe le Baron & Feme fueront culpables de le tort, & pur ceo le Survivor ſerra chargeable. Si Baron & Feme ſont Treſpaſs Action giſt *verſus* le Baron apres le Mort de Feme; & iſſint de Detinue ou Trover. Et a prover que le degaſter de les biens en ceo Caſe fuit le degaſter de Baron; fuit dit, que fuit iſſint adjudge en *King*'s & *Hilton*'s Caſe, 1 *Cro.* 603.

J. *Powell.* Le Caſe de *Cory* & *Thin* fuit le primer Caſe que port un Averment d'un *Devaſtavit*, en caſe d'un Executor ou Adminiſtrator meſme. Mes ceſt Caſe va un degree ouſter, a charger le Def. apres la mort de Feme Executrix. Mes ſi Baron apres le Mort de Feme ne poiet eſtre charge ſur un *Devaſtavit* retorne en la vie de Feme lou el moruſt devant Judgment; *a fortiori* il ne poiet eſtre charge en ceſt Caſe ou la Feme moruſt devant aſcun tiel returne. Un *Devaſtavit* eſt un mere Tort & eſt le Tort de Feme. Et Jeo ay oye le Sñr *Hales* adire que il fuit Accounſel en le dit Caſe de *Cory* & *Thin*, & que il ad meileur ſucceſs en ceo que il expect, & que ſon Opinion fuit encounter ceſt Caſe, & ne voile ceo extend ouſter.

Le Chief Juſtice *Treby*. Si nous poyomus doner remedy en ceo Caſe, jeo ſue priſt a faire ceo ove un fort bone volunt. Serront touts les Debts del Teſtator perd per le Defendants ayant la bone Fortune, que ſa Feme moruſt devant luy ? Sans Queſtion la eſt remedy en Equity.

Juſtice *Powell*. En *Clifton*'s Caſe, *Co.* 5. 75. eſt adjudge que puis le mort de Feme Tenant pur vie, le Baron ne ſerra chargeable pur Waſte; coment il meſme fiſt le Tort. *Le Chief Juſtice*. Le Reaſon de ceo eſt, pur ceo que ne poiet eſtre dit que le Baron *tenuit ex dimiſſione*, accordant al parols del Stat.

Apres en *Trin.* 11 *W.* 3. Judgment, per le Opinion de tout le Court fuit pronounce pur le Def. *niſi cauſa ante clauſum termini.* Mes devant ceo, *Levinz* move, que il poiet aver temps tanque le proch' Term d'arguer le Caſe ſur le Equity de le Stat. 30 *Car.* 2. *cap.* 7. Que fuit promptment grant a luy. Mes devant ceſt temps le Def. moruſt, come Jeo fui inform per le dit Serjeant *Heath*.

Quant al le principal Caſe icy, *vide Ent* & *Wither*'s Caſe, 1 *Ven.* 321. *Brown* & *Collins*'s Caſe, 2 *Levinz* 110. *Aſtry* & *Nevil*'s Caſe, 133. *Burrel* & *Richmond*'s Caſe, *Carter* 2. Sir *Brian Tuck*'s Caſe, 3 *Leon* 241. en quel Caſe eſt reſolve per touts les Barons de l'Exchequer, que l'Executor d'Executor ne ſerra charge ove *Devaſtavit* fait per l'Executor de primer Teſtator, *imo* en le Caſe de Roy, pur ceo que eſt un perſonal Tort ſolement.

Plumer

Plumer & al' v. *Adams*.

Winford.

Hill. 12 Will. 3.

Debt pur 100 l. per les Pls. come Exec' de *R. N.*

Nar e Sur Obl' d 100 l. fait al Teſtat' 12 Jun. 6 W. & M.

Hertf. ſſ. JOhannes Adams nup de Barkhamſted Parva in Com̄ Hertfoꝛd Cl̄icus als' dcus' Johem Adams de Berkhamſtead Parva in Comitat' Hartfoꝛd Clericū ſum̄ fuit ad reſpondend' Johanni Plumer Gen̄ & Abꝛaham̄ Croſland Cl̄ico Executoꝛibꝰ teſti Ricardi Naſh ſen̄ nup de Watton at Stone in Com̄ Hertfoꝛd p̄d Agricole de placito qd̄ reddat eis centum libꝛas quas eis injuſte detinet &c. Et unde iidem Johes Plumer & Abꝛahamꝰ p Thomam Toller Attoꝛn̄ ſuū dic' qd̄ cum p̄dcus' Johes Adams duodecimo die Junij anno regni Dn̄i Gulielmi t'cij nunc Regis & Dn̄e Marie nup Regin̄ Angl' &c. ſexto apud Hertfoꝛd p qd̄m' ſcriptū ſuū obligator' conceſſiſſet ſe teneri p̄fat' Ricardo Naſh in vita ſua in pꝛedcis' centum libꝛis ſolvend eidm' Ric̄o Naſh cū inde poſtea requiſit' fuiſſet p̄dcus' tamen Johes Adams licet ſepius requiſit' p̄d centum libꝛas ſeu aliquem inde denar' pꝛefat' Ric̄o Naſh in vita ſua ſeu p̄fat' Johi Plumer & Abꝛahamo poſt moꝛtem ipſius Ricardi Naſh nondū reddidit ſet ill' eis reddere contradixit ac pꝛed' Johes Adams ill' eiſdm' Johi Plumer & Abꝛahamo adhuc reddere contradicit ac injuſte detinet unde dicunt qd̄ deterioꝛat' ſunt & dampnū h̄ent ad valenc' trigint' libꝛaꝝ Et inde pducunt ſectam &c. Et pferunt hic in Cur' tam ſcriptum pꝛed' quod debitum pꝛed' in foꝛma pꝛed̄ teſtat' cujus dat' eſt die & anno ſupꝛadcis quam t'ras teſtament' p̄d Ricar' Naſh p quas ſatis' liquet Cur' hic ipſos Johem Plumer & Abꝛahamum foꝛe Executoꝛes teſti pꝛed̄ Et inde h̄ere Adminiſtrac̄onem &c.

Barr. Per ſpecial Agreement ou Compoſition.

Que le Def. fuit indebt a diverſe auters perſons per noſme.

Et pꝛed̄ Johannes Adams per Johannem Sale Attoꝛn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et dicit quod pꝛed̄ Johannes Plumer & Abꝛahamꝰ acc̄onem ſuam pꝛed' verſus eū h̄ere non debent Quia dicit qd̄ poſt confeccōn̄ ſcripti pꝛed' & ante impetracōn̄ bꝛevis oꝛiginal' pꝛed' ſcil't ſecundo die Auguſti anno Dn̄i Mill'imo ſexcenteſimo nonageſimo ſeptimo p̄d Johannes Adams apud villam Hertfoꝛd pꝛed indebitat' fuiſſet diverſis al' perſonis Creditoꝛibꝰ ſuis in diverſis denar' ſum̄is videl't Benjamino Burton Rob'to Devall Jeremie Swift Roberto Dew Edwardo Lathbury Johanni Dunsdale Thome Hare Lucie Dower Arthuro Patridge Humphꝛido Clarke Johanni Allen Thome Perrott Henric̄o Rayner Johanni Nevill

Que le Teſtator des Pl. Et les auters Cred' per lour fait done al Def. licenſe a vaer &c. ſans impediment ou arreſt pur aſc' Debt, &c. Et en caſe de tiel arreſt ils releaſe luy de ceo, per meſme le fait.

Proviſo que le Def. deins 2 mois aſſigne & ſecure al uſe des Creditors touts les profits del Diſmes del Rectory de S. *prout per concilium erudit in lege rationabiliter adviſat' vel deviſat' foret.*

Joſepho Rowhgam Johanni Gurrey Jacobo Sweting Johi Allen & Edwardo Bradley Et ſic inde indebitat' exiſten ijdem pnoiat' Creditores & pd Ricardꝰ Naſh eiſdm' die & anno apud vill' Hertf. pred ꝑ quoddm' ſcriptu ſuu ſigillo ſuo ſignat' & in Cur' hic ꝓlat' ſeperatim convener' ꝓmiſer' & conceſſer' ad & cu dict' Johe Adams qd ipe heret & dict' Ricardus Naſh & pred al' Creditor' eidm' Johanni Adams dediſſent ꝑ ſcriptu ill' libam & plen libtatem licenc' & authoritat' eundi & redeundi ubicunq; & quandocunq; ipi placet abſq; eor ſive alicujus eorum impediment' ſecta arreſt' vel interupcon ꝓ vel racon alicujus debiti vel deborum clamei vel clameor quorcunq; debit' Anglice due vel debit' Anglice owing eis vel alicui eorum Et in caſu alicujus tal' impediment' ſect' ſive interupcon ſive proſecucon cujuſcunq; per ipſos vel aliquam eorum direccon vel conſenſus ſuos eidm' Johanni Adams ipi dci Creditores per ſcriptu ill' abſolute relaxaver' acquietaver' & exoneraver' ipm dcm Johem Adams de & ab eadm ꝓviſo ſemp aliquo in eodm Script' in contrariu non obſtan qd dcus Johannes Adams infra ſpaciu duor menſiu a ſcdo die Auguſti anno Dni Millimo ſercentesimo nonageſimo ſeptimo transponeret aſſignaret vel ſequeſtrari aut alit' ſecurari cauſaret ad reſpectivos uſus dictorum Creditor ad intencon qd ipi exinde forent plenar' ſolut' & ſatisfact' ꝑ equal' ꝓporcon reſpectiva deba ſua tm cito quam proficua Rectorie de Sacomb in Com Hertford pd ſe adinde attingeret oia dca ꝓficua de & a decimis dce Rectorie ſurgen ꝓut ꝑ conſiliu erudit' in lege ronabilit' adviſat' aut deviſat' foret reſerven dco Johanni Adams & aſſign ſuis ſummam viginti librar ex primi anni ꝓficuis dictar decimar ꝓ exonerando cuſtag' q; ei accreſceret racon defendendi vel ꝓſequendi alicujus ſecte vel ſectar in lege vel equitate comenſat' vel comenſand int' dcm Johannem Adams & quendm Thomam Row Mil' Patronu ſuu in relacon ad dcam Rectoriam & oies tal' expenſas qual' tunc fuer' vel extunc forent ſolubil' duran vigore ejuſdem ſcripti Dno Regi vel al' publicis taxaconibꝰ ſive cuſtag' ꝓut ꝑ ſcriptu ill' plenius apparet Et idm' Johannes Adams in fco' dic' qd juxta ꝓvicon pd in ſcripto pdco menconat' poſtea ſcilt quarto die Auguſti anno Dni Millimo ſercentesimo nonageſimo ſeptimo ſupdco apud vill' Hertford pd quidm' Willus Brown Conciliu ipſius Johannis Adams in lege erudit' deviſavit quoddm' ſcriptu ꝑ eundm' Johem Adams ſigilland & ut factum ſuu cuidm' Vincentio Hodgkin deliband in quo content' fuit qd ꝓ meliori ſatisfaccone dictor Creditor & ad eor inſtanc' & requiſicon dict' Johannes Adams ꝑ idm ſcriptu conſtituit & appunctuavit dcm Vincentium vum & legal' attorn ſuu in

Que accordant al dit Proviſo *W. B.* le erudite Counſel del Def. deviſe un Lett' d' Attorney d' eſtre ſeal per le Def. & d'eſtre deliver al V. H.

ejus noīe & ad uſum dictoꝝ Creditoꝝ rogare demandare & recipe de quodm' Thoma Humberſtone tenen̄ ipſius Johannis Adams de domo vocat' the Parſonage Houſe & decimis ſpectan̄ dict' Rectorie oīa reddit' & ꝓficua ſummam & ſummas monet' tunc debit' (que ad aliquod tempus extunc aut duran̄ & uſqȝ tal' tempus qual' dci Creditores exinde ſolut' & ſatiſfact' forent juſta deba ſua juxta verum intencon̄ & ꝓpoſitu̅ dci ſcripti ꝑ p̄d Creditores ut p̄fertur fact') debit' forent ipi dict' Johni Adams ꝑ p̄d Thomam Humberſtone racone cujuſdam dimiſſionis ei fact' de domo & decimis p̄d dat' viceſimo die Junij anno Dni Millimo ſexcenteſimo nonageſimo ſexto & tenencie & occupacon̄ ſue inde & inde ad exonerand' dictu̅ Thomam Humberſtone & exinde ad ſolvend' Creditorib9 dci Johis Adams ꝑ equal' procon̄ quolibt anno uſqȝ tal' tempus qual' ipi ſolut' forent integra deba ſua reſervan' tant' dco Johi Adams ꝓut ꝑ p̄d ſcriptu̅ dictoꝝ Creditoꝝ reſervat' fuit Et tal' al' mis' & cuſtag' qual' dcus Vincentuis ſuſtineret in recipiendo & recupando p̄miſſa & in caſu dcus' Thomas Humberſtone recuſaret ſolv̄e dco Vincentio tal' reddit' ſummam ſive ſum̄as monet' qual' tunc fuer' vel ad aliqd tempus extunc debit' forent ab eo dco Johi Adams racone premiſſoꝝ ipe dcus' Johes Adams authorizavit & poteſtat' dedit dco Vincentio cape aliquem legalem curſum ꝑ recupando inde & quicquid dcus Vincentius in eo facet dcus Johes Adams ꝑ ſcriptu̅ ill' ratificavit & confirmavit & dcus Johes Adams ꝑ idm' ſcriptum obligavit ſeipm' hered' Executores & Adminiſtratores ſuos omnib9 & ſingl'is dict' Creditorib9 Executorib9 & Adminiſtratorib9 ſuis in ſum̄a quingent' libr' qd ipe ad aliqd tempus quouſqȝ dci Creditores plenar' ſolut' forent non relaxaret vel aliquib9 viis annihilaret authoritat' ꝑ ſcriptu̅ ill' dat' ſed ad aliqd' tempus extunc daret aliquam ultioꝝ aſſuranc' quam ipe habilis foret & ad quam dies' Creditores ſui agrearent pro ſecurando & ſolvendo eis reſpectiva deba ſua extra ꝓficua dce Rectorie ſurgen' ꝓut per ſcriptu̅ ill' plenius apparet Et idm' Johes Adams in fco' dic' qd poſtea ſcilt eodm' quarto die Auguſti anno Dni Millimo ſexcenteſimo nonageſimo ſeptimo ſupdco ipe idm' Johes Adams apud Hertford p̄d' ſigillavit & ut fcm' ſuu̅ delibavit ſcriptu̅ ill' eidm' Vincentio Et hoc parat' eſt verificare unde petit Judic' ſi p̄d Johes Plumer & Abraham9 accon' ſuam p̄d verſus eu̅ here debeant &c.

Per que le Def. appoint V. H. ſon Attorney a receiver, &c. de un *Humberſtone* le Tenant del Parſonage-Houſe, &c. touts Rents ou Sums, &c. per diſmes del Rectory, al uſe des Creditors.

Et done a luy poyar a recover eux, &c.

Et oblige luy meſme per meſme l'eſcript en 500 l. al Creditors nemy a faire void le dit authority.

Que il ſeal le dit Lett' d'Att. & deliver ceo al dit V. H.

Et prediċti Johannes Plumer & Abrahamus dic' quod ipſi per aliqua preallegat' ab accone ſua pred' hend' precludi non debent quia proteſtando quod placitum pred' predci Johannis Adams ſupius in barram plitat' ac materia in eodm' content' minus ſufficien' in lege exiſtunt ad ipos' Johannem Plumer & Abrahamu̅ ab accone ſua p̄d verſus eundm' Johem Adams hend'

p̄cludend'

Replic'.

Proteſtat' que le Plea eſt inſufficient.

p̄cludend̄ qd̄q3 ipi ad plitm' ill' modo & foꝛma p̄d plitat neceſſe non hent nec ꝑ legem t̄re tenentur reſpondere ꝓ plito tamen iidem Johannes Plumer & Abꝛahamꝰ dic' qd ſcriptū p̄d per p̄d Willm̄ Bꝛown ut conſiliu' ipſius Johis Adams ſupius deviſari ſuppōit non eſt ronabilis aſſignac̄o ſive tranſpoſic̄o ꝓficuoꝝ decimaꝝ p̄d ſcdm' foꝛmam & effectū ꝓviſionis p̄d ſed in foꝛma p̄d deviſat fuit ꝑ ipm' Johem Adams p̄fat Vincentium Hodgkin & alios ex covina ſua non de conſilio Creditoꝝ p̄d vel eorum alicujus nec in lege erudit' exiſten' abſq3 hoc qd p̄d Willmꝰ Bꝛown qui ſcriptu' illud ſupius deviſari ſuppōit eſt vel fuit Conſiliaꝝ ad legem ꝓut p̄d Johes Adams ꝑ plitm' ſuu' p̄d ſupius ſuppon' Et hoc parat eſt v̄ificare unde pet' Judic' & debm ſuu' p̄d unacum dampnis ſuis occon̄e detencon' debi illius ſibi adjudicari &c.

Plea, que le dit eſcript ſuppoſe d'eſtre deviſe per le dit *W. B.* n'eſt reaſonable Aſſignment mes fait per covin, &c. Traverſe que le dit *W. B.* eſt un Councellor al Ley.

Rejoynder. Que il fuit le Councellor al Ley del Def.

Et p̄dcūs Johes Adams ut pꝛius dic' q̄d pꝛed̄ Willus Bꝛown fuit Conciliarius ad legem ipſius Johis Adams ꝓut ꝑ plitm' ſuu' pꝛedcm' ſupius ſuppōit Et de hoc pon' ſe ſup pꝛiam' &c.

Demurrer.

Et pꝛedci Johes Plumer & Abꝛahamꝰ dicunt qd pꝛedcm' plitum p̄dci Johis Adams ſupius rejungendo plitat ac mat'ia in eodm content' minus ſufficien in lege exiſtunt ad ipos Johem Plumer & Abꝛahamu ab accone ſua p̄dca v̄ſus p̄fat Johannem Adams hend̄ p̄cludend̄ q̄mq3 ipi ad plitm' ill' modo & foꝛma p̄dict plitat neceſſe non hent nec ꝑ legem t̄re tenent reſpondere Et hoc parat ſunt v̄ificare unde ꝓ defcu' ſufficien pliti p̄dci Johis Adams in hac pte iidm' Johes Plumer & Abꝛahamꝰ ut pꝛius petunt Judicm & debm ſuu' p̄d unacum dampnis &c. ſibi adjudicari &c. Et ꝓ cauſa hujus moꝛac̄onis in lege iidm Johannes Plumer & Abꝛahamꝰ dicunt & oſtendunt Cur' hic qd in capiendo exitum de & ſup trav̄ſia p̄dca p̄dcūs Johes Adams addidit alia v̄ba que in trav̄ſia ill' non continentur ſcilt hec v̄ba (ipſiꝰ Johis Adams) q3 ꝑvertunt ſenſum ejuſdem & penitus omitti debuer'.

Cauſe de Demurrer.

Et p̄dcus' Johes Adams ex quo ipe ſufficien mat'iam in lege ad p̄d Johem Plumer & Abꝛahamu' ab accone ſua p̄d v̄ſus ipm Johem Adams hend̄ p̄cludend̄ ſupius allegavit quam ipe parat eſt v̄ificare quam quidm' mat'iam p̄d Johes Plumer & Abꝛahamus non dedicunt nec ad eam aliqualit' reſpond̄ ſed verificacon ill' admittere oīo recuſant pet' Judic' Et qd' pꝛed' Johes Plumer & Abꝛahamꝰ ab accion ſua pꝛed' hend' p̄cludant &c. Et quia Juſtic' hic ſe adviſare volunt de & ſup p̄miſſ' pꝛiuſqm' Judic' inde reddant dies dat eſt partibꝰ pꝛed' hicuſq3 a die Paſche in quindecim dies &c. de audiendo inde Judic' ſuo eo q̄d iidm' Juſtic' hic inde nondu' &c.

Joinder en Demurrer.

EN ceo Caſe ceux Exceptions fueront priſe al le Plea del Defendant.

1. Que le Letter d'Attorney deviſe per le Counſel del Def. ne fuit un ſufficient & reaſonable aſſurance al Creditors, accordant al intent del fait de Compoſition: car per ceo eſt apparent, que fuit l'intent de touts les Parties, que les Creditors averont un ſufficient Security pur lour Debts, ou auterment ils ne fueront oblige a deferrer Proſecution pur recovery de lour Debts forſque per le ſpace de deux Mois. Mes ceſt Letter d'Attorney n'eſt aſcun ſufficient Security al ceſt Purpoſe; pur les Reaſons enſuant.

1. Pur ceo que le Security eſt per un Letter d'Attorney, que eſt touts ſoits revocable al Pleaſure de ceſtuy que ceo fiſt, & le Clauſe de forfeiture de 500 *l.* al Creditors en caſe de revocat' del Letter d'Attorney inſert en ceo, n'eſt material, pur ceo que ne appiert mes que lour Debts amount al mult pluis, & auxi pur ceo que per le plain & expreſs meaning de le fait de Compoſition les Creditors fueront d'aver ſufficient Security pur Satisfaction de lour Debts hors de Profits del diſmes, & nemy a relyer ſur aſcun auter collateral Security. Si *A.* covenant ove *B.* a faire a luy tiel aſſurance del Manor de D. come le Counſel de *B.* adviſera, Et le Counſel de *B.* done advice, que *A.* ſerroit oblige en un Obl. que *B.* enjoyera le Manor, *A.* n'eſt lye a ſealer ceo, pur ceo que n'eſt un aſſurance deins l'intent del Covenant, *Rolls Tit. Condit'* 423. *Nu.* 1. Et ouſter ceo, le fait appertient al Attorney, & les Creditors n'ont aſcun means per le Ley a compeller luy a deliver ceo al eux iſſint que ils poient ſuer ſur ceo: Et pur ceſt reaſon ad eſtre adjudge qui ſi un ſoit oblige a ſealer un Releaſe al *J. S.* & il ſeal & deliver ceo al un eſtranger al uſe de *J. S.* ceo n'eſt aſcun perform'. *Noy* 18. 4 *Leon.* 122. & auters Caſes.

2 Reaſon eſt, pur ceo que per les expreſſe parols de Compoſit' les Debts de les Creditors ſont d'eſtre ſecure & ſatisfy per & hors de touts les profits de dits diſmes. Mes le Letter d'Attorney eſt ſolement a demander & receiver al uſe de les Creditors, touts les Rents & Profits queux ſerront due de *Tho. Humberſtone*, le Defendant's Tenant d'un Meſſuage appel le *Parſonage-Houſe*, & diſmes apperteignant al dit Rectory. Mes ne appiert que *Humberſtone* fuit Tenant al Def. de touts les diſmes apperteignant al dit Rectory; & les parols del Plea ſont voire ſil fuit Tenant forſque de part des diſmes; & pur ceo il duiſſoit aver plead que *Humberſtone* fuit Tenant de tout les diſmes, &c. accordant al

parols del *Proviſo*, iſſint que le Pl. puiſſoit aver priſe iſſue ſur ceo accordant.

2 *Except*. al Plea fuit, Que admittant que le Security fuit bone, uncore le Def. duiſſoit aver plead, que il ad done notice al Creditors quel Advice fuit done per ſon Counſel, Et que un Letter d'Attorney fuit fait en purſuance de ceo, & al que fuit fait, & a quel temps, car auterment fuit impoſſible pur eux a ſcaver ceo. Et pur ceo le Caſe de *Royſton* & *Barton* fuit cite le quel *intrat. Trin.* 11 *W.* 3. en *C. B. Rot.* 1896. En quel Caſe fuit adjudge, que ſi un que n'eſt party al un Compoſit' fait accordant al darr' Act de deux tierce Parts en Number & Value, port Action pur ſon Debt, que le Def. doit plead que il ad done notice al Pl. de dit Compoſit'. *Vide Co.* 5. 19. *b. Higginbottom's* Caſe, & 3 *Cro.* 298. *Stafford* & *Bortome's* Caſe. Judgment fuit done pur le Pl. pur ceo que le Def. n'ad plead que *Humberſtone* ad aſcun, & quel Title al touts les diſmes, &c. Et pur ceſt Reaſon ſolement, ſans parlance a les auters Matters.

Nota, Que le Security fuit d'eſtre fait per l'Advice de Counſel erudite en la Ley, ſans aſcun mention quel Counſel, ou del Creditors ou del Def. Mes ſur ceo ne fuit inſiſt ſur le Argument del caſe. Uncore *Vide* pur ceo le Caſe de *Heyward* & *Suppye*, 3 *Mod. Rep.* 191. *Lutwyche* fuit Accounſel ove le Pl. en le principal Caſe.

Blewet & al' v. *Appleby.*

Cooke. Trin. 10 Will. 3. Regis. Rot. 1335.

Debt pur 40 l. per Pl. Vic' London

London ſſ. **Johannes Appleby nup de London** Braſier als dict **Johem Appleby de** Snow-hill Braſier ſum fuit ad **reſpondend' Samueli Blewet Mil' & Johi Wolfe Mil'** nuper **Vic' Civit London de plito q̄d reddat eis quadraginta** libras **quas eis debet & injuſte detinet &c. Et unde iidem** Samuel **Blewet & Johes Wolfe p Johem Deye Attorñ** ſuū die q̄d cum **p̄d' Johes Appleby decimo nono die Januarii anno** regni Dni **Gulielmi tertii nunc Regis Anglie &c. octavo apud** London **p̄d' in paroch bte Marie de Arcub' in Warda de** Cheape p **quoddam ſcriptum ſuū obligatoriū conceſſiſſet ſe teneri** eiſdem **Samueli Blewet & Johi Wolfe in p̄dcis quadragint** libris ſol**vend' eiſdem Samueli Blewet & Johi Wolfe cum** inde requi-

Narr'.

Sur Obl. fait 19 Jan. 8 W. 3.

ſit eſſet pred' tamen Johes Appleby licet ſepius requiſit pred' quadraginta libras eiſdem Samueli Blewet & Johi Woolfe aut eoꝝ alteri nondum reddidit ſed ill' eis hucuſq; reddere contradixit & adhuc omnino contradic' unde ijdem Samuel & Johes Woolfe dic' q̄d deteriorat ſunt Et dampnum habent ad valenciam viginti libraꝝ Et inde ꝓduc' ſectam &c. Et ꝓferunt hic in Cur' ſcriptum predcm q̄d debm pred' in forma predca teſtatur cujus dat eſt die & an̄o ſupradict &c.

Nota que le Obl' n'eſt mention d'eſtre fait al Pls. come Vic'.

Barre.

Et pred' Johes Appleby ꝑ Nathanielem Maſon Attorn̄ ſuū ven̄ & defend' vim & injur' quando &c. Et pet audit ſcripti pred' Et ei legitur &c. pet etiam audit condicon̄ ejuſdem ſcripti Et ei legitur in hec verba: ſſ. Condic̄o iſtius Obligacon̄ talis eſt q̄d ſi ſupobligat Ric̄us Comley compareat coram Juſtic' Dn̄i Regis apud Weſtm̄ die veneris px' poſt Octabis Sc̄i Hillarij ad reſpondend' Johi Deye Gen̄ un̄ Attorn̄ &c. de ꝑlito tranſgr̄ ſuper caſum tunc preſens Obligac̄o ꝓ nullo habeatur alioquin in pleno ſuo robore ꝑmaneat & virtute Quibus lectis & auditis idem Johes Appleby dic' q̄d ipe de debo predc̄o virtute ſcripti obligatorij pred' onerari non debet quia dic' q̄d ante confeccon̄ ſcripti obligatorij pred' ſcilt ꝑ quendam Actum fact in Parliamento Dn̄i Henrici nuper Regis Anglie &c. ſexti tent apud Weſtm̄ in Com̄ Midd' viceſimo quinto die Februarij an̄o regni ſui viceſimo tertio recitan' in eodem Actu q̄d Dn̄us Rex conſideran̄ magn̄ perjur' extorcon̄ & oppreſſion̄ que ante tunc fuiſſent in regno Anglie ꝑ ſuos Vic' & Subvic' & eoꝝ Clicos Coronatores & Seneſchallos Franches' Ballios & cuſtod' priſonar & al' officiar in diverſis Com̄ iſtius regni Anglie inter al' mactitat fuit authoritat ejuſdem Parliamenti ꝓ evitacon̄ omnium al' extorcon̄ perjur' & oppreſſion̄ pred' q̄d nullus Vic' ad firmam traderet in aliquo modo Com̄ ſuū nec aliqua Balliorum ſuoꝝ Hundred' nec Wappantag' Nec q̄d pred' Vic' Subvic' Ballij Franches̄ nec aliquis al' Ballius retornaret ſuper aliquod bre ſive p̄cept eis direct fore retornand' aliquas inquiſicon̄ in aliquo pan̄ello ſupinde fiend aliquos ballios officiar ſive ſervien̄ aliquoꝝ officiar p̄d' in aliquo panello ꝑ ipſ̄ ſic fiend' nec q̄d aliquis p̄d officiar & miniſtr occone vel ſub colore officij capent aliquam rem ꝑ ipos̄ vel aliquos eoꝝ arreſtand' vel attach nec de aliquo alio eorundem ꝓ omiſſion̄ arreſtacon̄ ſive attachiament fiend' per corpus vel de aliqua ꝑſona per ipos̄ vel aliquos eoꝝ virtute colore eoꝝ officij arreſtat ſive attach ꝓ fine feod' ſecta manucapcon̄ ad Ballium tradicon̄ aut demonſtracon̄ Anglice ſhewing alicujus eaſiament ſive favoris alicui tal' perſon̄ ſic arreſtat ſive arreſtand' ꝓ ejus aut eoꝝ premio ſive ꝓficuo niſi tal' qual' ſequuntur videlt ꝓ Vic' viginti denar ꝓ Ballio qui faceret arreſtacon̄ ſive attachiament quatuor denar & ꝓ Cuſtod'

Le Condit', Que eſt pur l'appear' de *Rich. Comley Die Veneris prox' poſt Octab. Hill.* a reſponder *Jo. Deye.*

Le Stat. de 23 H. 6.

Pꝛiſon Anglice the Gaoler ſi pꝛiſonar' ſit comiſs' in cuſtod quatuoꝛ denar' Et q̄d Vic' Subvic' Clici Vic' Com Seneſchall' aut Balliv⁹ Franches' ſervien aut Ballius aut Coꝛonatoꝛ non caperet aliquam rem̄ ſub coloꝛe Officij ſui per ſe nec per aliquam al' perſonam ad uſum ſuum de aliqua al' pſona p confeccon alicujus retoꝛn ſive pannell' & p copia alicujus pannelli quatuoꝛ denar' & q̄d p̄d Vic' & omnes al' officiar' & miniſtr' pꝛed traderent extra pꝛiſon omnimodas perſonas p ipos̄ aut per aliquem eoꝝ arreſtat' vel exiſten in eoꝝ cuſtod virtute alicujus bꝛis̄ bille vel warrant' in aliqua accōne perſonal' aut p cauſam Indictamenti de tranſgr' ſuper rationabiles fidejuſſor' ſufficien pſonaꝝ habentem ſufficien in Com ubi talis pſon̄ ſic foꝛet ad balliu ſive manucapcon ad cuſtodiend ſuos dies in talibus locis qual' p̄d bꝛe bill' vel warrant' requirent (tal' pſon vel perſonis que fuer' vel foꝛent in eoꝝ cuſtod p condemnacon execucon capias utlagat' vel excommunicat' ſecuritat' de pace & omnibus tal' perſon que fuer' aut foꝛent comiſs' ad cuſtod per ſpecial' mandat' aliquoꝝ Juſtic' & vagabund' recuſan ſervire ſecundum foꝛmam ſtatut' de laboꝛatoꝛibus tantummodo except' Et q̄d nullus Vic' nec aliquis officiar' vel miniſtr' pꝛed caperent vel capi cauſarent vel facerent aliquam obligacon p aliqua cauſa ſupꝛadict' vel coloꝛe officij eoꝝ ſed ſolummodo ſibimet ipſ̄ de aliqua perſon nec p curſum legis niſi p nomen officij & ſuper condicon ſcripti q̄d pꝛed pꝛiſonat' comperet ad diem content' in dictis bꝛevibus ſive warrant' ac in talib⁹ locis qual' pꝛed bꝛia bill' ſive warrant' requirerent Et ſi aliquis pꝛed Vic' vel al' officiat' vel miniſtr' pꝛed' caperent aliquam obligacon in al' foꝛma coloꝛe officioꝝ ſuoꝝ q̄d vacua foꝛent pꝛout in eodem Act (inter alia) plenius liquet & apparet Et pꝛedcus̄ Johes Appleby ulterius dic' q̄d poſt edicon Actus pꝛed' & ante confeccon ſcripti obligatoꝛij pꝛed ſcil't Termino Sci Michaelis anno regni dicti Dni Willi tertij nunc Regis Anglie &c. octavo ſupꝛadict' pꝛed Johes Dye in condicon pꝛed ſuperius nominat' pſecut' fuit extra Cur' dci Dni Regis de Banco (eadem Cur' apud Weſtm in Com Midd exiſten) quoddam bꝛe ipſius Dni Regis vocat' an Attachment of Privilege verſus pꝛefat' Ricu Comley in condicone pꝛed' ſuperius nominat' & verſus diverſas al' pſonas in eodem bꝛi mencōnat' tunc Vic' London direct' per quod quidem bꝛe idem Dnus̄ Rex tunc Vic' London̄ pꝛecepit q̄d caperent pꝛefat' Ricum Comley & pꝛed al' perſonas in eodem bꝛi nominat' ſi invent' foꝛent in Ballia ſua Et eos ſalvo cuſtod' ita quod haberent coꝛpoꝛ' eoꝝ coꝛam Juſtic' dci Dni Regis apud Weſtm pꝛed' die Sabbati px' poſt Octab Sci Hillarij tunc pꝛox' ſequen

Que en le Term de St. *Mich.* 8 W. 3. le dit *Jo. Dye* pſecute un Attachment de Privelege *v.* le dit *R. Comley* & auters direct' Vic' *London.*

Retornable *Die Sabati prox' poſt Octab' Hill.*

ad reſpondend̄ prefat̃ Joh̄i Dye Gen̄ un̄ Attorn̄ Cur̄ Dn̄i Regis de Banco juxta libertat̃ & privileg' ejuſdem Cur̄ ꝓ humoi Attorn̄ & al' miniſtris de eodem Banco a tempore quo non extat memoria uſitat̃ & approbat̃ in eadem de pl̃ito tranſgr̄ ſuper caſum &c. Et q̃d ijdem Vic' London haberent ibm tunc bre illud Qd̄ quidem bre poſtea & ante retorn' inde ſcil't p̄d decimo nono die Januarij anno octavo ſupradicto apud paroch̄ bte Marie de Arcub9 in warda de Cheape pred̄ deliberat̃ fuit prefat̃ Samueli Blewet Mil' & Joh̄i Wolfe Mil' adtunc Vic' London pred' exiſten' in debita juris forma exequend̄ virtute cujus quidem br̄is poſtea & ante retorn̄ ejuſdem br̄is ſcil't pred̄ decimo nono die Januarij anno octavo ſupradicto pred' Samuel Blewet & Joh̄es Wolfe adtunc Vic' London pred' exiſten' apud paroch̄ & ward' pred' infra Balliam eorundem Vic' prefat̃ Ric̄um Comley ꝑ corpus ſuum cep̄ & arreſtaver̃ ac ipm Ric̄um Comley in cuſtod' ſuis ſub arreſtac̃on illa adtunc & ibm habuer̃ & detinuer̃ quouſq; ipe Ric̄us Comley ꝓ eaſiament̃ & favore eidem Ric̄o Comley de impriſonament̃ ſuo pred' per prefat̃ Vic' London demonſtrand' & ꝓ deliberac̃one ſua habend' poſtea ſcil't eodem decimo nono die Januarij anno octavo ſupradict̃ apud paroch̄ & ward' predict̃ ſimulcum pred' Joh̄e Appleby per pred̄ ſcriptum obligator̃ hic in Cur̄ ꝓlat̃ debito modo execut̃ conjunctim & diviſim devener̃ ten̄t & obligat̃ prefat̃ Samueli Blewet Mil' & Joh̄i Wolfe Mil' tunc Vic' London pred' ut prefertur exiſten̄ in pred' quadraginta libris ſub condic̃one p̄recitat̃ Quod quidem ſcriptum obligatorium pred' Samuel Blewet & Joh̄es Wolfe tunc Vic' London pred' colore officij ſui Vic' pred' adtunc & ibm habuer̃ & cep̄ ab eiſdem Ric̄o & Joh̄e Appleby contra formam Statuti pred' Et ſic idem Joh̄es Appleby dic' q̃d ſcriptum obligatorium pred̄ hic in Cur̄ ꝓlat̃ in forma pred' & ex cauſa pred' ſic ut prefertur fact̃ & capt̃ vigore Satuti pred' vacuum & nullius vigoris in lege devenit Et hoc idem Joh̄es Appleby parat̃ eſt verificare unde pet̃ Judicm ſi ipe de debito p̄d virtute ſcripti obligatorij pred' onerari debeat &c. Cum hoc q̃d idem Joh̄es Appleby verificare vult q̃d primus dies dc̄i Termini Sc̄i Hillarij in condic̃one pred' menc̃onat̃ ꝓ retorn' humoi br̄iu' de Attach̄ (& al' breviu' in Cur' hic ſup bre Original' mie fundat') fuit pred' dies Sabb̄ti ꝓx' poſt Octabas ſc̄i Hillarij &c.

Et ſuper hoc p̄d Samuel Blewitt & Johannes Woolf petunt quod ſcriptum obligatoriu' p̄d' hic in Cur' ꝓlat' cujus Condic̃o ſupius ſpec' eſt irrotulet̃ & irrotulat̃ in hec v̄ba Noverint univerſi ꝑ p̄ſentes nos Ric̄um Comley de Hounsditch Founder & Johannem Appleby de Snowhill Brazier & Anthonium Goodman de Hounsditch p̄d' Founder teneri & firmit

A reſponder al dit *Dye* en un Action ſur le Caſe.

Delivery de dit Brief al Vic' 19 Jan. 8 W,

Arreſt de *Comley* 19 Jan. &c.

Detent' de luy tanque le ſeſ. de le dit Obl. ſouth le condit' avantdit pur eaſemt' & favor.

Que l'Obl' fuit priſe *colore Officij*.

Averment que le 1 Returne en *Hill.* Term fuit *dies Sabbati*, &c.

Les Pls. priont que le Obl' ſoit inrolle *in hæc verba*.

Per que apiert que le Obl. fuit fait al Pls. come Vic'.

obligari Samueli Blewet Mil' & Johi Woolf Mil' vic' Civitat' London in quadragint' libris legalis monete Angl' ſolvend' eiſdem vic' aut eorum alteri ſeu eorum certo attornat' Executor' Adminiſtrator' vel Aſſign' ſuis ad quam quidem ſolucone bene & fidelit' faciend' obligamꝰ nos & quemlibt noſtrum ꝑ ſe pro toto & in ſolido Heredes Executores & Adminiſtratores noſtros & eorum quemlibt ꝑ p̄ſentes ſigillis noſtris ſigillat' dat' decimo nono die Januar' anno regni Dni noſtri Willelmi tercij nunc Regis Angl' &c. Octavo annoq; Dni 1696. Quo ſic irrotlat' iidem Samuel Blewet & Johannes Woolf dic' q̄d ipi per aliqua p̄allegat' ab accōne ſua p̄d' hend p̄cludi non debent quia ꝓteſtando non cogn aliqua de p̄d' brevi in p̄d' placito p̄d' Johannis Appleby ſuperius menconat' fore retornabile hic die ſabti ꝓx' poſt Octabas Sancti Hillarij pred' fore vera ꝑ placito dic' quod p̄d' Johannes Deye in Condicōne p̄d' ſuperius nominat' ante confeccone ſcripti p̄d' ſcilt termino Sancti Michis anno regni dicti Dni Regis nunc Octavo ſupradicō proſecut' fuit e p̄d' Cur' dicti Dni Regis de Banco hic quoddam breve ipſius Dni Regis vocat' an Attachment of Priviledge verſus prefat' Ricum Comley & al' ꝑſonas in eodem brevi nominat' vic' London direct' per quod eiſdem vic' London precept' fuit quod Attach eundem Ricum & dictas al' perſonas ita q̄d herent corpora eorum coram Juſtic' dicti Dni Regis apud Weſtm pred' die veneris ꝓx' poſt Octab Sancti Hillarij tunc prox' ſequen ad reſpond' prefat' Johanni Deye Gen un Attorn Cur' dicti Dni Regis de Banco juxta libtat' & privileg' ejuſdem Cur' ꝓ humoi Attorn' & aliis Miniſtris de eodem Banco a tempore quo non extat memoria uſitat' & approbat' in eadem de placito tranſgr' ſuper caſum Et quod iidem vic' herent hic tunc breve illud Quod quidem breve poſtea & ante retorn' inde ſcilt decimo tercio die Januarij anno regni dicti Dni Regis nunc Octavo ſupradcō deliberat' fuit eiſdem Samueli Blewet & Johannes Woolf tunc vic' Civitat' London' exiſten' apud London p̄d' in Paroch & Warda p̄d in forma juris exequend' virtute cujus quidem brevis iidem Samuel Blewet & Johannes Woolf poſtea & ante retorn' inde necnon ante confeccon' ſcripti p̄d ſcilt p̄d' decimo tercio die Januarij anno regni dicti Dñi Regis nunc Octavo ſupradicō adtunc vic̄ London' exiſten' apud London pred' in Paroch & Warda p̄d' predcum' Ricum' Comley Attachiaver' ceper' & arreſtaver' & ipſum Ricum' Comley in cuſtod' ſua virtute brevis illius adtunc & ibm huer' & detinuer' quouſq; ipſe idem Ricus ſimulcum prefat' Johanne Appleby & Antonio Goodman ut ejus fidejuſſoribꝰ poſtea ſcilt eiſdem decimo nono die Januarij anno

octavo ibm ſcriptu predcm cum condicone predca eidem ſcripto ſubſcript eiſdem Samueli Blewet & Johi Wolfe adtunc Vic London exiſten fec de & p comparentia ipſius Ric ad diem & locum in eodem bri content juxta tenorem bris illius ac ſecdm formam & effecm Statuti predict Et hoc ipi iſdem Samuel Blewet & Johes Wolfe parat ſunt verificare unde petunt Judicm & debm ſuu predcm una cum dampnis ſuis occone detenconis debi illius ſibi adjudicari &c. Le Def. Rejoin, & le Pl. Sur-rejoin; & le Def. Rebut', & donques le Pl. Demur ſur ceo, mes entant que fuit agree, que le Rejoinder, Sur-rejoinder & Rebutter, ne fuer material al determinat' del point en Controverſie pur avoidance de prolixity, jeo ay omit eux.

EN ceſt Caſe fuit agree, que per le Barr le Declarat' fuit fait d'eſtre mal *prima facie*; pur ceo que ne fuit alledge, que le Obligat' fuit fait al Pls. per noſme de Vic'. Et donc le main Queſtion fuit, Si les Pls. per lour Replicat' poient amender & faire ceo bone per le Entry del Obligat' ſur Record? Et pur le Defendant fuit inſiſt, Que ils ne puiſſoint iſſint faire; car le Declarat' come fuit al primes, eſt ceo que eſt le Foundat' del Suit, & al que le Def. eſt a reſponder, & ſur que le Court eſt a doner lour Judgment; & pur ceo doiet eſtre perfect al primes, & ſi ne ſoit iſſint advantage eſt done al Def. que il ad priſe per le pleader de bone Plea en Barr, que ne doiet eſtre avoid per feſans d'un choſe que puiſſoit eſtre fait devant, & per tiel means a tricer le Def. que nient obſtant aſcun choſe que appiert avoit auter bone Plea a pleader en Barr del Action, ſi ceſt advantage n'ad eſtre done a luy Si Debt ſoit port vers un Heire, Et en le Declarat' il n'eſt alledge, que le Heire eſt oblige; Poiet le Pl. apres Plea plead enter le Obligat' & donques demurr? Certes nemy; auxi le Obligat' ſur que les Pls. ount declare eſt variant a le Obl' enroll: Car le Obligat' en le Narr' eſt d'eſtre intend, d'un Obligat' fait al eux en lour private perſonal Capacity, & le Ley voile iſſint intend, & le Obligat' que eſt enrol eſt fait al eux en lour capacity come Vic': Si Action eſt port vers un per Bill en *B. R.* ſil appiert per le Declarat' que il n'eſt chargeable forſq; come Executor, le Bill abatera, & iſſint eſt adjudge 1 *Saun.* 111. En le Caſe de Dean & Chapter de *Briſtol* verſus *Guiſe*. Iſſint ſi Original en Debt eſt port vers un en que il n'eſt noſme Heire, Si le Declarat' ſoit vers luy come Heire, eſt mal. Et iſſint eſt adjudge per *tot. Cur.* 30 *H.* 6. 5. *a.* Le Chief Juſtice *Treby* fuit de Opinion que le Def. aiant priſe oyer del Obligat' il duit aver enter ceo, & donques ad eſtre parcel del Declarat', & ceo n'eſteant fait per luy il poiet eſtre fait per les Pls. Et ſi le Def. ad plead *Non eſt fact'* ſerroit trove encounter luy, & eſt le pleader del Stat. que done occaſion al Pls. a monſtre que le Obl' fuit al eux come Viſc'. Et quant al object' que ſi Debt eſt port vers un come Heire, & en le Declarat' n'eſt alledge que il fuit oblige come Heire, que ceo eſt mal; Le Chief Juſtice diſt, que en ceo Caſe il appiert que le Decl' eſt mal, mes en ceſt Caſe icy, nemy, & eſt impoſſible a faire un mal Declarat' vers Heire d'eſtre bone per un Replicat'. Apres un longe Debate *Cooke*, Chief Prothon', produce en Court 10 Preſidents de Briefs & Declarations directment accordant al Brief & Declarat' en ceo Caſe, touts queux Preſidents fueront enter *Mich.* 24 *Car.* 1. *Rot.* 1154 & 1155. Et ſur ceo Judgment fuit done pur Pls. per le Aſſent de Juſtice *Powell*, que devant fuit d'Opinion encounter les Pls. Serjeant *Birch* ore un del Serjeants de Roigne, & *Lutwyche* Accounſel ove le Def. *Fuller*, *Girdler*, & auters ove le Pl.

Vide le Caſe de *Prince* & *Crompton* en ceſt Liver, pur autiel variance enter Brief & Count come eſt en ceſt Caſe.

Blacket v. *Criſſop*.

Tempeſt. Mich. 9 W. 3. Rot. 363.

Debt pur 40 l. *per nuper Vic' Northumb.*

Narr' ſur Obl' fait 3 Sept. 4 W. & M.

Northumb. ſſ. Cuthbertꝰ Criſſop nup̱ de Jordan in Com̄ p̄d Yoman alias dict' Cuthbertum Criſſop de Jordan in Com̄ Northumbr' Yoman ſuū fuit ad reſpondend' Johi Blacket Armig' nup̱ vic' Com̄ p̄d de p̄lito q̄d reddat ei quadraginta libras quas ei debet ⁊ injuſte detinet ⁊c. Et unde idem Johes per Stephanū Hales Attorn̄ ſuū dic' q̄d cum p̄d Cuthbertꝰ t'cjo die Septembr' anno regni Dnī Regis nunc ⁊ Dnē Marie ſecunde nup̱ Regine Angl' quarto apud Hexham ꝑ quoddam ſcriptum ſuū obligatoriū conceſſiſſet ſe teneri eidem Johanni tunc vic' Com̄ p̄d exiſtē ꝑ nomen Johis Blackett Ar' vic' Com̄ p̄d in p̄dictis quadragint' libris ſolvend' eidem Johi cum inde requiſit' fuiſſet p̄d tamen Cuthbtus licet ſepius requiſit' p̄d quadragint' libras eidem Johanni nondum reddidit ſed ill' ei hucuſq; reddere contradixit ⁊ adhuc contradic' unde dic' q̄d deteriorat' eſt Et dampnū het ad valenciam decem librarꝫ Et inde ꝑduc' ſectam ⁊c. Et ꝓfert hic in Cur' ſcriptum

p̃d quod debm p̃d in forma p̃d teſtat' cujus dat' eſt die & anno ſup̃d &c.

Et p̃d Cuthbert' p Will'um Carr Attorn ſuu ven & defend vim & injuriam quando &c. Et pet' auditum ſcripti p̃d Et ei legit' &c. pet' eciam auditum Condic̃onis ejuſdem ſcripti Et ei legit' in hec v̄ba. The Condition of this Obligation is ſuch, That if the abovebounden *Cuthbert Criſſop* do appear at the next County Court to be holden at *Alnwicke*, and then and there do proſecute his Action with effect againſt *VVilliam Radcliffe* for wrongful taking and detaining his Cattel, to wit two Oxen as is alledged, and do make Return thereof if Return ſhall be adjudged by Law, and alſo do ſave and keep harmleſs the ſaid Sheriff, his Under-Sheriff and Bailiffs, for, touching and concerning the Delivery of his ſaid Cattel; then this Obligation to be void, or elſe to be in force. Quib' lectis & auditis idem Cuthb̃tus dic' qd ipe de debito p̃d virtute ſcripti p̃d onerari non debet quia dic' qd p̃d tempore confecc̃onis ſcripti pred' averia pred' in Condic̃one p̃d ſupius ſpecificat' ad querimoniam ipſius Cuthberti replegiat' & deliberat' fuer' eidem Cuthberto p p̃fat' nup vic' in ballia ſua videlt apud Hexham p̃d' quodq; ad & ſup humoi deliberac̃onem averioꝝ illoꝝ ut p̃fert' ſcriptum p̃d cum Condic̃one p̃d extract' & capt' fuit p p̃d nup vic' colore dci officij ſui vic' & p̃textu Statuti in Parliamento Dom Edwardi quondam Regis Angl' primi apud Weſtm in Com Midd anno regni ſui tcio decimo tant' edit' que quidem Condic̃o ſupius recitat' non eſt talis qualis ſed al' quam p Statutum ill' appunctuat' & ordinat' eſt in humoi caſu capiend' & fiend' eadem Condic̃one in ſe continen p̃d' clauſulam ſive materiam de ſalvando & indempnem conſervando p̃d' vic' ejus ſubvic' & ballios p tangen & concernen deliberacone dictoꝝ averioꝝ que puidem materia non contineri nec eſſe debuit in dict' Condic̃one p formam Statuti illius p quod ſcriptum p̃d' vacuu & nullius effc̄us in lege exiſtit Et hoc parat' eſt v̄ificare unde pet' Judic' ſi ipe de debito p̃d' virtute ſcripti p̃d' onerari debeat &c. Demurrer & Joinder en Demurrer.

Barr.

Le Condit'. Que le Def. appearera al County-Court & proſecuter' la en Replevin, &c. Et indemnifier' le Vicount, &c.

Plea, que le obl. fuit done al Vic' ſur Replevin fait, &c. per pretext del Stat. 13 *E.* 1. Et que il n'eſt garrant per ceo Stat. pur ceo que eſt pre indemnifier le Vic', &c.

Judgment per *tot' Cur'* que le obligat' fuit bone & fait accordant al common Practice. *Levinz* accounſel ove le Pl. & *Lutwyche* ove le Def.

Studholme & Ux' Executrix de *Rich. Moriſon* v. *Mandall.*

Tempeſt. Trin. 9 W 3. Regis. Rot. 1945.

Brief de Debt.

Cumb. ſſ. JOhannes Mandall nuper de Boltongate in Com̄ p̄d̄ Yeoman alias dict̄ Johem Mandall de High-hall in Com̄ Cumbr' Molitor' ſum̄ fuit ad reſpondend̄ Ricardo Studholme Jun̄ Gen̄ & Judith' Uxor' ejus Executric' teſti̇ Ricardi Moriſon defunct' de placito quod reddat eis Centum libras legalis monet̄ Angl' quas eis injuſte detinet &c. Et unde iidem Ricard⁹ & Judith p Willi'um Horſley Attorn̄ ſuu̇ dic' quod cum p̄d̄ Johannes viceſimo quinto die Julij anno regni Dn̄i Caroli ſecundi nuper Regis Angl' triceſimo quarto apud Wigton in Com̄ p̄d̄ per quoddam ſcriptum ſuu̇ obligatoriu̇ conceſſiſſet ſe teneri prefat̄ Ricardo Moriſon in vita ſua in pred̄ Centum libris ſolvend̄ eidem Ricardo cum inde requiſit̄ fuiſſet pred' tamen Johannes licet ſepius requiſit' pred' Centum libras eidem Ricardo in vita ſua ſeu eidem Judith' poſt mortem ipſius Ricardi Moriſon dum ipſa ſola fuit ſeu eiſdem Ricardo Studholme & Judith' poſt diſponſal' int̄ eos celebrat̄ non reddidit ſed ill' ei reddere contradixit ac ill' eiſdem Ricardo & Judith' adhuc reddere contradic' & injuſte detinet unde dic' quod deteriorat' ſunt & dampnu̇ hent ad valenc' quadragint̄ librarum & inde p̱duc' ſectam &c. Et p̱ferunt hic in Cur' tam ſcriptum pred' quod debitum pred' in forma pred' teſtat' cujus dat̄ eſt die & anno ſupradicis &c. quam l'ras Teſtamentar' prediċt̄i Ricardi Moriſon per quas ſatis liquet Cur' hic ipſam Juditham fore Executricem teſti̇ pred' Et inde habere Adminiſtrac̄onem &c.

Narr'. Sur obl' fait al Teſtat'.

Barr.

Et pred' Johannes Mandall per Johannem Patteſon Attorn' ſuu̇ ven' & defend' vim injur' quando &c. Et pet̄ audit̄ ſcripti prediċt̄i & ei legit̄ pet̄ eciam audit̄ Condic̄onis ejuſdem ſcripti Et ei legit̄ in hec verba: ſſ The Condition of this Obligation is ſuch, That if the abovebounden *John Mandall* his Executors, Adminiſtrators and Aſſigns, and every of them, do from time to time, and at all times hereafter well and truly obſerve, perform, fullfil and keep all and ſingular Covenants, Promiſes, Grants, Articles and Agreements contained, ſpecified and declared in one pair of Indentures bearing Date with theſe Preſents, touch-

Le Condit'. Pur perform' de Covenants en un Indent' fait enter le Teſtat' & Def.

ing and concerning one *Milne*, called *High-hall Milne*, made between the abovenamed *Richard Moriſon* on the one part, and the abovebound *John Mandall* on the other part, which on the part and behalf of the ſaid *John Mandall* his Executors, Adminiſtrators and Aſſigns are or ought to be obſerved, performed, fulfilled and kept according to the true intent and meaning of the ſaid Indentures, that then this Obligation to be void, or elſe to remain in force with effect in Law. Quibus lect & audit idem Johannes Mandall dic' quod pꝛed Ricardus Studholme & Juditha Uxoꝛ ejus accon̄ ſuam p̄d v̄ſus eum here non debent quia dic' quod Indentura p̄d' in Condicon̄ pꝛed' ſuperius menconat' fact fuit apud Wigton̄ pꝛed' p̄dcō viceſimo quinto die Julij anno regni dict nuper Regis Caroli ſecundi triceſimo quarto ſupꝛadcō int pꝛed' Ricardum Moꝛiſon per nomen Ricardi Moꝛiſon de Cockermouth in Com̄ Cumbr Gen̄ ex una parte Et pꝛefat Johannem Mandall per nomen Johannis Mandall de High-hall in Com̄ pꝛed' Miller ex altera parte cujus unam partem ſigillo ipſius Ricardi Moꝛiſon ſignat idem Johannes Mandall hic in Cur pꝛofert geren' dat eiſdem die & anno Per quam quidem Indentur dictus Ricardus Moꝛiſon ꝓ & in conſideracone reddit & Convencon' in eadem Indentur hic poſtea expꝛeſſ' aceciam pꝛo diverſis al' ron̄abl' conſideraconib⁹ ipm̄ adinde moven' dimiſiſſet conceſſiſſet & ad firmam tradidiſſet per eand' Indentur pꝛo ſeipō executoꝛib⁹ & adminiſtratoꝛib⁹ ſuis dimiſit conceſſit & ad firmam tradidit dcō Johanni Mandall tot ill' ſuu̇ molendin' aquaticum granaticū cōit vocat ſive cognit per nomen de High-hall Mill cum pertin̄ ſcituat & exiſten̄ in Parochia de Weſtward infra Com̄ pꝛed' tunc in tenura ſive Occupacone dicti Johannis Mandall aceciam omne Tolnet beneficiū & cuſtum̄ ꝓ molendino Gꝛana vocat Corn & Gꝛana vocat Grain quecunqȝ aceciam omnia & ſingula Cataract vocat Headwares Stagna vocat Mill-Ponds Stagna vocat Mill-Pools Caſtella vocat Mill-Dams Ripas vocat Stanks ripas vocat Banks ſtagna vocat Ponds aque curſus vocat Streams aquam & aque curſus vocat Watercourſes vias paſſag' vocat Paths paſſag' vocat Paſſages Eaſiament pꝛoficua com̄oditat advantag' & appertinen̄ quecunqȝ dcō molendino ſpectan̄ vel aliqualit appertinen̄ hend' & tenend' dimiſſa p̄miſſa cum pertin̄ dcō Johanni Mandall executoꝛibȝ adminiſtratoꝛibȝ & aſſign̄ ſuis a ſecundo die Febꝛuarij tunc ult p̄terit ante dat ejuſdem Indenture pꝛo & duran̄ & uſque plen̄ finem & terminum treſdecim annoꝛum extunc pꝛox' ſequen̄ plenar complend' & finiend' Reddend' & ſolvend' ꝓinde duran̄ dcō termino annual reddit ſive ſummam octo libꝛaꝝ & quinque ſolid'

Per que le Teſtat' demiſe al Def. un Molin.

Habend' pur 13 ans.

legalis monete Anglie ad duos dies ſolucõnis in anno ꝑ equas & equales porcõnes videlt ſuper primum diem Auguſti & ſuper ſecundum diem Februarij Et dictus Johes Mandall ꝓ ſeipſo executoribus adminiſtratoribus & aſſign ſuis convenit ꝓmiſit & conceſſit ad & cum ipſo dicto Rico Moriſon heredibus executoribus adminiſtratoribus & aſſign ſuis q̄d ipe dictus Johes Mandall executores adminiſtratores & aſſign ſui bene & ſufficient invenirent & ꝓviderent omnes neceſſar reparacões quaſcunque contingerent circa dictum molendinum durant dicto termino (except maheremio vocat Wood proinde q̄d dictus Ricus Moriſon inveniret ſi idem obtent poſſet infra libertat dñicorum de High-hall vocat High-hall-Demeſne vel firmam vocat' Farm-hold) Et dictus Johes Mandall convenit & ꝓmiſit relinquere dictum molendinum in tam bon reparacõn cum omnibus materialibus adinde ſpectan' ad expiracõnem dcē dimiſſionis quam ad tempus ejus intracõnis adinde ſupervidend vocat' to be viewed ꝑ quatuor honeſtos vicinos equalit elect inter eos Et dict' Johes Mandall convenit & ꝓmiſit ꝓ ſeipſo executorib9 & adminiſtratoribus ſuis ad relinquend' ſaxa molar vocat' Mill-ſtones ſuper dict molendin' ad expiracõnem dcī termini tam bon' quam fuer quando ipē intravit aut aliter daret ſatiſfaccon' in monet pro tant quant ill' pejor forent ſecundum diſcretionem partium que inſpiciebant eadem ad primum vocat' that viewed the ſame at firſt ꝓut ꝑ eand Indentur int alia plenius apparet que ſunt omnia & ſingula in Indentur p̄d content ex parte ipſius Johis obſervand p̄formand p̄implend' ſeu cuſtodiend Et idem Johes ulterius dic q̄d ipſe ad finem & expiracõnem termini p̄dict reliquit duo ſaxa molaria in & ſup molendin p̄d quorum partes Anglice the Parties que primo inſpiciebant ſaxa molaria que fuer ſup molendin' p̄d tempore intracõnis ipſius Johis in molendin' illud hucuſque non agreavet quantum duo ſaxa p̄d ꝑ ipm ad expiracõnem termini p̄d ut p̄fert relicta, fuer' pejora quam p̄dcā ſaxa molaria in & ſup molendin' p̄dcm p̄dicto tempore intracõnis ejuſdem Johis adinde Et idem Johes ulterius dic q̄d bene & verum obſervavit p̄implevit & cuſtodivit omnia & ſingula alia convencõn' promiſſion' conceſſion' & agreament content ſpecificat & declarat in Indentura p̄d ex parte ipſius Johannis Mandall obſervand p̄formand' p̄implend' & cuſtodiend' ſecundum formam & effectum Indentur p̄dict Et hoc parat' eſt verificare unde pet Judic ſi p̄d Ricardus Studholme & Juditha actõnem ſuam p̄d verſus eum here debeant &c.

Le Covenant ſur que le queſtion ſurge.

Averment que le Def. al fine del term relinque 2 pierres, Et que les parties queux primerment view eux, n'avoient agree combien ils fueront plus mauvais, &c. General perform. quant al auters Cov.

Replic'. Oyer del Indent'.

Et pred' Ricardus Studholme & Juditha ux' ejus petunt audit Indentur p̄d & eis legit in hec verba. ¶ This Indenture made the twenty fifth Day of *July* in the thirty fourth Year

of the Reign of our Sovereign Lord *Charles* the Second by the Grace of God of *England*, *Scotland*, *France* and *Ireland* King Defender of the Faith, *&c. Annoq; Dom.* one Thouſand ſix Hundred eighty Two, between *Richard Moriſon* of *Cockermouth* in the County of *Cumberland* Gent. on the one part, and *John Mandall* of *High-hall* in the County aforeſaid Miller, on the other part, witneſſeth, That the ſaid *Richard Moriſon*, for, and in Conſideration of the Rent and Covenants hereafter in theſe Preſents expreſſed, and alſo for divers other reaſonable Conſiderations him thereunto moving, hath demiſed, granted, and unto Farm letten, and by theſe Preſents doth for himſelf, his Executors and Adminiſtrators Demiſe, Grant and to Farm Let unto the ſaid *John Mandall* all that is *Watergriſt Mill*, commonly called or known by the Name of *High-hall Mill*, with the Appurtenances, ſituate and being in the Pariſh of *Weſtward* within the County aforeſaid, now in the Tenure or Occupation of the ſaid *John Mandall*, and alſo all Toll, Benefit and Cuſtom for grinding of Corn and Grain whatſoever, and alſo all and ſingular Head-wares, Mill-ponds, Mill-pools, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Watercourſes, Ways, Paths, Paſſages, Eaſments, Profits, Commodities, Advantages, Emoluments and Appurtenances whatſoever to the ſaid Mill belonging, or in any wiſe appertaining. To have and to hold the ſaid Mill with the Appurtenances; and all Toll, Benefit and Cuſtom of Grinding of all Corn and Grain whatſoever, with all and ſingular Head-wares, Mill-ponds, Mill-pools, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Watercourſes, Ways, Paths, Paſſages, Eaſments, Profits, Commodites, Advantages, Emoluments and Appurtenances whatſoever herein before-mentioned unto the ſaid *John Mandall* his Executors, Adminiſtrators and Aſſigns from the ſecond Day of *February* laſt paſt before the Date hereof for and during, and unto the full end and term of thirteen Years from thence next enſuing, and fully to be compleat and ended, yeilding and paying therefore yearly during the ſaid Term the yearly Rent or Sum of eight Pounds five Shillings lawful *Engliſh* Money at two Days of Payment in the Year by even and equal Portions, *viz.* upon the firſt Day of *Auguſt*, and upon the ſecond Day of *February*, And the ſaid *John Mandall* doth for himſelf his Heirs, Executors and Adminiſtrators Covenant, Promiſe and Grant to and with him the ſaid *Richard Moriſon* his Heirs, Executors, Adminiſtrators and Aſſigns ſhall and will well and ſufficiently find and provide all neceſſary Repairs whatſoever which ſhall happen to be about the ſaid Mill during the aforeſaid Term, except Wood for the ſame, which the ſaid *Richard Moriſon* is to find if the ſame can be got within the Liberties of *High-hall* Demeſne or Farm-hold, and the ſaid *John*

Mandall doth covenant and promiſe to leave the ſaid Mill in as good Repair with all the Materials thereunto belonging at the Expiration of the ſaid Leaſe, as when he entred the ſame, to be viewed by four honeſt Neighbours equally choſen between them, And the ſaid *John Mandall* his Executors, Adminiſtrators and Aſſigns, is to have one Cow-graſs in Summer, and one Horſe-graſs in Winter yearly during the ſaid Term within the Farm-hold of the ſaid *High-hall*, the Cow-graſs in Summer to be in Wood-cloſes, Fog-cloſes and New-riving, or in ſome of them, and the Horſe to be wintered in all or ſome of the ſaid Cloſes; And it is further agreed upon by theſe Preſents, That he the ſaid *John Mandall* his Executors, Adminiſtrators and Aſſigns, for and under the Payment of the ſaid yearly Rent of Eight Pounds Five Shillings above by theſe Preſents reſerved in Manner and Form aforeſaid, and performing, fulfilling and keeping all and ſingular the Covenants, Grants, Articles and Agreements before in theſe Preſents contained, which on his and their Parts, are and ought to be obſerved, performed, fulfilled and kept, ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Demiſed Premiſſes and every part and parcel thereof with their and every of their Appurtenances without lawful Lett, Suit, Trouble, Eviction, Ejection, Moleſtation or Interruption whatſoever of him the ſaid *Richard Moriſon* his Executors, Adminiſtrators or Aſſigns, or any of them during the aforeſaid Term, and the ſaid *John Mandall* doth Covenant and Promiſe for himſelf his Executors and Adminiſtrators to leave Mill-ſtones upon the ſaid Mill at the Expiration of the aforeſaid Term as good as when he entred, or elſe to give Satisfaction in Money for as much as they ſhall be worſe, according to the Diſcretion of the Parties that viewed the ſame at the firſt. In witneſs whereof the Parties above-ſaid interchangably have hereunto ſet their Hands and Seals the Day and Year firſt above-written. *Memorand.* It is agreed unto by the ſaid Parties before the Sealing hereof: That whereas the Stones that was upon the ſaid Mill was then valued at Three Pounds, if the ſaid *John Mandall* leaves Stones upon the ſaid Mill, at the end of the ſaid Leaſe, better than the ſaid Sum then he to have the Overplus teturned. **Qua lecta & audita iidem Ricardus Studholme & Juditha ux' ejus dicunt qd ipi ꝑ aliqua p̄allegat̄ ab acc̄one ſua p̄d̄ inde v̄ſus eundem Johem Mandall hend̄ p̄cludi non debent qua dicunt quod tempore confecc̄onis Indentur' p̄d' necnon eodem tempore quo ipe p̄d' Johannes Mandall intrabat in molendino p̄dc̄o ei ut p̄fert̄ dimiſs ſcilt viceſimo ſexto die Julij anno regni dicti nuꝑ Regis Caroli ſecundi triceſimo quarto ſupradict̄ fuer' duo lapides molares**

Le Covenant ſur que le Queſtion ſurge,

Repl. que al temps d'entry del Def. la fuer' 2 pierres del value de 3 l.

lares ad valenciam trium librarũ remanen' & exiſten' in eodem molendino ꝑ uſu molendini illius q̃dq; ad finem & expiracõnem termini annorũ ſupdict̃ in Indentur̃ p̃ed' ſuperius mencõnat̃ p̃d Johes Mandall non reliquit lapides molares in vel ſuper molendin' p̃ed tam bonos quam p̃d duo lapides molares fuer̃ dc̃o tempore intracon' ipſ̃ Johis Mandall in molendin' p̃ed' ei ut prefertur dimiſſ' nec dedit aliquam ſatiſfaccon' in moneta alicui perſone cuicunq; ꝑ tant̃ quant̃ lapides molares ꝑ eundem Johem Mandall in eodem molendino relict' fuer' pejores quam p̃d' duo lapides molares in eodem molendino exiſten' tempore p̃d intracõnis ipſ̃ Johis Mandall Et hoc ijdem Ricus Studholme & Juditha ux' ejus parat̃ ſunt verificare unde pet̃ judicm & debm ſuũ p̃ed una cum dampnis ſuis occõne detencõnis debi illius ſibi adjudicari &c.

Et que al fine del term le Def. ne relinque cy bon Pierres ne done aſcun ſatisfaction en Argent.

Et p̃ed Johes Mandall ut prius dic' q̃d ipſe ad finem & expiracõnem termini p̃ed reliquit duo ſaxa molaria in & ſuper molendin' p̃d q̃dq; partes Anglice the Parties que primo inſpiciebant ſaxa molaria que fuer̃ ſuper molendin' p̃d tempore intracõnis ipſ̃ Johis in molendin' illud hucuſq; non agreaver̃ quantum duo ſaxa molaria predca ꝑ ipm ad expiracõnem termini p̃ed ut prefertur relicta fuer̃ pejora quam predca ſaxa molaria in & ſuper molendin' p̃ed p̃ed' tempore intracõnis ejuſd Johis adinde Et hoc parat̃ eſt verificare unde ut prius pet̃ Judicm Et q̃d p̃d Ricus & Juditha ab accõne ſua p̃dca habend' precludatur &c. Demurrer, & Joinder en Demurrer.

Rejoinder. Que eſt forſque repetition del Barr.

Fuit object per le Counſel del Pl. que fuit incumbent ſur le Def. a procurer les perſons queux averont le view des pierres del molin al temps del entry del Def. en le molin d'aver adjuſt quant les pierr' del molin queux fueront relinque al Fine del terme fueront plus malvais que ceux fueront queux fueront la al temps del entry del Def. en le molin, & que pur default de ceo il ad enfreint ſon Covenant; car il ne pretend per ſon Plea que il ad relinque pierres cy bien que les primers fueront. Le disjunctive Covenant eſt un Advantage del Covenantor, & pur ceo il doit monſtre, que l'un ou l'auter eſt perform; & pur ceo il duit aver procure un adjudication en le Caſe, come ſi home oblige luy meſme a reſigner un Benefice, Il doit procure l'Eveſque de accept' ſon Reſignat' Iſſint ſi home eſt oblige a payer 100 *l.* ou tant que *J. S.* appointera, ſil voile excuſe le Payment del 100 *l.* il doit procure *J. S.* d'appoint' un meinder ſum d'eſtre pay. Al que fuit reſpond per le Counſel del Def. Que per le Covenant il fuit a relinquer al Fine de term, cy bon pierres de molin, que fueront

en le molin al temps de ſon entrance, ou a doner ſatisfaction en Argent pur tant que ils fueront plus malvais, accordant al diſcretion de les former Viewers de eux, iſſint que le Covenant eſt en le Disjunctive; Et en un disjunctive Covenant, ſi un part de ceo deveigne impoſſible, le Covenantor eſt excuſe de performer l'auter part. 21 *E.* 3. 29. *b.* 15 *H.* 7. 2. *a.* & *Dier* 262. fueront cite, Et fuit auxi dit, Que ceo Caſe fuit ſemble al Obligat' de Submiſſion al Arbitrament, & pur ceo le Defendant ne fuit oblige a procurer les Viewers a faire aſcun adjudicat' en le Caſe, & ils n'ayant fait aſcun, & le disjunctive Covenant eſteant pur ſon Advantage, il fuit entirement Excuſe. Sur que fuit dit per Juſtice *Powell*, Que Conditions ſont pur le Benefit del Obligor ſi poſſible, mes ſi impoſſible, le Obl' eſt abſolute; la eſt nul impoſſibility en ceo Caſe, ſi les Viewers ne poyent eſtre procure d'adjuſter le Damage, uncore le Def. puiſſoit aver relinque cybon pierres al fine de term come fueront la al le entrance del Def. que eſt l'auter part del Covenant. Ceſtuy Caſe n'eſt ſemble al Submiſſion al Arbitrament; car per ceo ambideux parties oblige eux meſmes al eſtoyer al Arbitrament de les Arbitrators, mes nul de eux oblige luy meſme a procurer eux a faire un agard. Mes en ceo Caſe le disjunctive Condit' eſteant pur l'Advantage del Def. il doit procure les primer Viewers a faire un adjudicat' de les Damages. *Laughter*'s Caſe eſt bone Ley: Mes le Reaſon de ceo done en *Co.* 5. ad eſtre deny. Si un oblige luy meſme a payer 10 *l.* ou tant come *J. S.* appointera, ſi *J. S.* ne voile appoint aſcun ſum d'eſtre pay, l'Obligor payera le 10 *l.* Si un eſt oblige a faire un Leaſe al *J. S.* ou a payer al luy 100 *l.* devant *Mich.* Et *J. S.* moruſt devant *Mich.* le 100 *l.* doit eſtre pay. Le Chief Juſtice *Treby* ne parle mult al le Caſe; car il dit que il priſt ceo d'eſtre un plain Caſe pur le Plaintiff. Et il dit que il ad eſtre inform per Juſtice *Dolben*, que le Reaſon de *Laughter*'s Caſe ad eſtre deny en un Caſe en le temps de St. *John* Chief Juſtice de *C B.* & que deux de les Judges en ceo Caſe avoient parle ove deux de les Judges en *Laughter*'s Caſe, queux affirm al eux que la ne fuit aſcun tiel reaſon done pur le Reſolution en *Laughter*'s Caſe. Le Caſe en le temps de *St. John* (come le Chief Juſtice *Treby* dit) fuit iſſint, Home fiſt Covenant en Conſideration de 100 *l.* a faire un Leaſe al *J. S.* pur ſon vie devant *Mich.* ou a repayer le 100 *l.* & *J. S.* moruſt devant *Mich.* & fuit reſolve que le 100 *l.* ſerroit repay. Et le Plaintiff en le principal Caſe avoit Judgment (Le Chief Juſtice & Juſtice *Powell* eſteant ſolement preſent.)

Ceo Caſe de *Laughter* eſt report en 3 *Cro.* 398. per le noſme de *Eaton* & *Monox* verſus *Laughter* plus alarge que en 5 *Co.* Et pur le Reſolution en ceo Caſe & le Reaſon de ceo *vide* ceux Caſes & Livers, *vide* 3 *Cro.* 396. *Greningham* & *Ewes* Caſe, 718. *Mills* & *Wood*'s Caſe, 864. *More* & *Baker* verſus *Morecomb*, *Mod. Rep.* 264. *Baſſet*'s Caſe, 2 *Jones* 95. *Warner* & *White*'s Caſe, 3 *Levinz.* 137. *Stanley* & *Fearne*'s Caſe, 1 *Mod. Rep.* 264. *Baſſet*'s Caſe, 2 *Mod. Rep.* 200. meſme Caſe, & les Notes en le Margent en le *Novel Dyer* 262. *Pla.* 30. & *Nota.*

Sayer Adminiſtr' del *Will. Sayer* v. *Chaytor*.

Tempeſt. Paſch. 11 W. 3. Regis. Rot. 341.

Debt per Adminiſtrator.

Narr'. Sur Obl' fait per le Def. al Inteſtate.

Ebor' ſſ. Willus Chaytor nuper de Croft in Com̄ Eborum Bar̃ al's dict̃ Gulielmum Chaytor de Crofte in Com̄ Ebor̃ Bar̃ ſum̄ fuit ad reſpondend̃ Will'o Sayer adminiſtratori bonorum & catallorum que fuer̃ Willi Sayer defunct̃ cum teſtõ ipſius Willi Sayer defunct' annex' de p̃lito q̃d reddat ei ducentas libras quas ei injuſte detinet &c. Et unde idem Willus Sayer modo querens per Carolum Chambers Attorñ ſuũ dic̃ q̃d cum pred' Will'us Chaytor triceſimo die Januarij anno Dnĩ millimo ſexcenteſimo octogeſimo ſecundo apud Caſtrũ Ebor̃ in Com̄ p̃d ꝑ quoddm̄ ſcriptũ ſuũ obligatoriũ conceſſiſſet ſe teneri eid̃ Willo Sayer defunct̃ in vita ſua in p̃d' ducentis libris ſolvend̃ eid̃ Willo Sayer defunct̃ cum inde poſtea requiſit̃ fuiſſet p̃d tamen Will'us Chaytor licet ſepius requiſit̃ p̃d ducentas libras eidem Will'o Sayer defunct̃ in vita ſua ſeu eid̃ Willo Sayer modo querenti (cui quidem Will'o Sayer modo quer̃ adminiſtrac̄o oim̄ & ſingulorũ bonorũ & catallorũ jur̃ & creditorũ que fuer̃ ipſius Willi Sayer defunct̃ tempore mortis ſue ꝑ Johem Cartwright in artibus M̃rum in & per totum Archionat̃ Richmond Ceſtrien' Dioceſs' Com̃rm̄ legittime conſtitut̃ (cui commiſſio adminiſtrac̄on̄ p̃d de jure pertinuit debo juris modo commiſſa fuit) poſt mortem ipſ̃ Willi Sayer defunct̃ non reddidit Sed ill' p̃fat̃ Will'o Sayer defunct̃ in vita ſua ſeu prefat̃ Willo Sayer modo queren' poſt mortem ipſius Willi Sayer defunct̃ ſeu eorũ alteri reddere hucuſq; omnino contradixit & eidem Willo Sayer modo queren' reddere adhuc contradic̃ & injuſte detinet unde dic̃ q̃d deteriorat̃ eſt & dampnũ habet ad valenc̃ viginti librarum Et inde ꝓduc̃ ſectam &c. Et ꝓfert hic in Cur̃

tam ſcriptũ pred' q̄d debm predcm in forma pred' teſtatur cujus dat̄ eſt die & anno ſupradict quam literas adminiſtrator̄ p̄fat̄ comiſſat̄ p̄d per quas ſatis liquet Cur̄ hic ipm Willum Sayer modo queren' fore adminiſtrator̄ bonorum & catallorum p̄d' & inde habere adminiſtracon' &c.

Le Def. demand oyer del Obl' que eſt enter *in hæc verba*.

Et pred' Willus Chaytor Bar̄ per Thomam Gill Attorn' ſuũ ven' & defend vim & injur̄ quando &c. Et pet' audit' ſcripti obligator̄ pred' & ei legitur in hec verba: ſſ. Noverint univerſi per preſentes nos Gulielmum Chaytor de Crofte in Com Ebor̄ Bar̄ Henricum Chaytor de ead' in eodem Com Ar̄ & Simonem Teile de Crofte pred' Gen' teneri & firmiter obligari Gulielmo Sayer de South-Cowton in eod' Com Yeoman in ducentis libr̄ bone & legalis monet' Anglie ſolvend' eidem Gulielmo Sayer aut ſuo certo Attorn' executoribus adminiſtratoribus ſive aſſign' ſuis Ad quam quidem ſolucõnem bene & fidelit' faciend' Obligo me heredes executores & adminiſtratores meos p preſentes ſigillis noſtris ſigillat̄ dat' triceſimo die Januarij anno regni Dni nri Caroli ſecundi Dei Gra nunc Regis Anglie &c. triceſimo quarto anno Dni millimo ſexcenteſimo octogeſimo ſecundo William Chaytor, Henry Chaytor, Simon Teel.

Plea en Abatement que cybien les 2 auters noſme an le Obl' come le Def. oblige eux meſme jointment, &c.

Quibus lectis & auditis idem Willus Chaytor pet' Judicm de br̄i & narracõne pred' quia dic' q̄d tam pred' Henricus Chaytor & Simon Teele in ſcripto obligator̄ pred' nominat' quam pred' Willus Chaytor p̄d' triceſimo die Januarij anno Dni millimo ſexcenteſimo octogeſimo ſecundo ſup̄dict' in narracõne pred' mencõnat' p ſcriptum obligatorium pred' tam ſigillis predcõrum Henr̄ & Simonis quam ſigillo ipſius Willi Chaytor ſignat' & tam p pred' Henr̄ & Simonem quam p ipm Willum Chaytor tunc & ibm execut' conceſſer̄ ſe teneri prefat' Gulielmo Sayer conjunctim tantum videl't apud Caſtrũ Ebor̄ pred' in Com Ebor̄ pred' & non ſeperatim Et hoc parat' eſt verificare unde ex quo pred' Henricus & Simon non nominantur in br̄i & narracon' pred' idem Willus Chaytor pet' Judicm de br̄i & narracon' ill' & q̄d bre & narracõ ill' caſſent' &c. Demurrer, & Joinder en Demurrer.

SErjeant *Wright* pur le Pl. Ceſt Obl' eſt joint & ſeveral per reaſon de les darr' parols, *Obligo me heredes, &c.* car eſt tout un ſi come ad eſtre dit per touts les trois ſeveral Obligors ſeveralment, *Ad quam quidem ſolucon' obligo me &c.* Et il auxi priſt un auter Exception al le Plea, *viz.* Que ne appiert per ceo que les auters Obligors, ou l'un de eux fuit en vie al temps de purchaſe del Original, & ne ſerra intend, eſpecialment en un Plea en

Abatement, & pur ceo il cite 3 *Cro.* 494, 495. *Aſcue* verſus *Hollingworth*, que eſt un Caſe en point en effect.

De auter Part fuit inſiſt per *Girdler* quant al primer Objection que les parols, *Obligo me, &c.* ſont void; quia per ceo fuit tout ouſterment uncertain al que ils ſont d'eſtre referre. Et quant al l'auter Objection il diſt, Que doit eſtre monſtre del auter part, que les auters Obligors fueront mort. Et pur ceo il cite 3 *Cro.* 544. *Aſcue* & *Hollingworth*'s Caſe, 1 *Sid.* 420. *Chappel* & *Vaughan*'s Caſe, & 1 *Saun.* 291. meſme Caſe: Mes *Quære* ſi ceux Caſes ſont aſcun choſe pur le Def. Judgment fuit done, Que Def. *reſpondeat ouſter*, & donc il plede meſme le Matter en Barr ove un Averment que les auters Obligors fueront en vie; ſur que Judgment fuit done pur le Plaintiff, pur ceo que le Matter ne fuit pleadable en Barr, & le Matter duiſſoit aver eſtre bien plead en Abatement del action, coment fuit donc inſiſt per *Levinz*, Que fuit pleadable en Barr; & pur ceo il cite *Co.* 5. *Robinſon*'s Caſe. Mes jeo ne apprehend que ceſt Caſe maintain ceo dit.

Nota, Que Juſtice *Powell* fuit de Opinion, que le Obligat' en le principal Caſe fuit joint & ſeveral, pur le Reaſon devant done per Serjeant *Wright*. Mes le Chief Juſtice dit, que il mult doubt coment il puit eſtre diſtributive al touts les Obligors. Al que Juſtice *Powell* dit, que les Heires ne ſont oblige devant les parols, *Ad quam quidem ſolucon'* &c. Et ſi per ceux parols le Obligat' n'eſt ſeveral, ils ne ſont oblige. Et certainment il fuit le Intent des Parties, que lour Heires ſerront oblige. Mes ceſt point ne fuit reſolve per le Court.

Dottin v. *Dowrich.*

Cooke. Trin. 12 Will. 3. Regis. Rot. 1313.

Debt ſur obl' pur 200 l. dat' 5 Jul. 10 W. 3.

Devon' ſſ. Nathaniel Dowrich nuꝑ de Plymouth in Com pred' Mercat alias dict Nathanielem Dowrich de Plymouth in Com pred' Mercat ſum fuit ad reſpondend Georgio Dottin de plito quod reddat ei ducentas libras quas ei debet & injuſte detinet &c. Et unde idem Georgius per Johem Northmore Attorn ſuu dic q̃d cum pred Nathaniel quinto die Julij anno regni Dni noſtri Willi tertij nunc Regis Anglie &c. decimo apud Chudleigh ꝑ quoddam ſcriptum ſuu obligatoriu conceſſiſſet ſe teneri p̃fat Georgio in pred ducentis libris ſolvend eidem Georgio cum inde requiſit' fuiſſ p̃d tamen Nathaniel licet ſepius requiſit &c. pred ducentas libras eidem Georgio nondum reddidit ſet ill' ei reddere hucuſq omnino contradixit & adhuc contradic unde dic q̃d deteriorat eſt Et dampnum habet ad valenciam centum ſolidoꝝ Et inde ꝓduc ſectam &c. Et ꝓfert hic in Cur ſcriptum p̃d q̃d debm p̃d in forma p̃d teſtatur cujus dat eſt die & anno ſupradict &c.

Barr.

Et pred Nathaniel ꝑ Johem Were Attorn ſuu ven & defend vim & injur quando &c. Et petit audit ſcripti pred Et ei legitur petit etiam audit condic̃onis ejuſdem ſcripti Et ei legitur in hec verba: ſſ. The Condition of this preſent Obligation is ſuch. That whereas the good Ship *Mary Anne* of *Plymouth*, *John Neale* Maſter, now is or lately was at the Iſle of *May*, bound from thence to *Virginia*, and from *Virginia* to *Plymouth*, or ſome other Port in *England*, for the diſcharge and ending of her ſaid Voyage; And whereas the above-bounden *Nathaniel Dowrich* hath this Day received of and from the above-named *George Dottin* the Sum of One hundred Pounds of Lawful Money of *England*, to be born and adventured in and upon the ſaid Ship, for and during the ſaid intended Voyage. Now the Condition of this Obligation is ſuch, That if the ſaid Ship were ſafe at the Iſle of *May* on the Five and twentieth Day of *March* laſt paſt, and well and ſufficiently Manned, Victualled, Tackled and Provided for the ſaid premiſed Voyage, and being ſo Manned, Victualled and Provided, did or ſhall proceed in the ſaid Voyage, and having finiſhed the ſame, do return to *Plymouth* or ſome other Port in *England*, which ſhall happen to be the Port of her Diſcharge, then if the above-bounden *Nathaniel Dowrich*, his Heirs, Executors, Adminiſtrators or Aſſigns do and ſhall

Oyer del Condit'. Que eſt cy ſpecial que eſt d'eſtre peruſe a large.

ſhall well and truly pay or cauſe to be paid unto the above-named *George Dottin* his Executors, Adminiſtrators or Aſſigns the full Sum of one hundred twenty and five Pounds of lawful Money of *England* within twenty Days next after the ſafe Arrival of the ſaid Ship at *Plymouth*, or elſewhere within *England* as aforeſaid, that then this preſent Obligation to be void, otherwiſe to be in full Power, Force and Virtue. Quibꝰ lc̄is' & auditis idem Nathaniel dic' qđ p̄dcus' Geoꝛgius acc̄onem ſuam p̄đ inde ꝟſus eum here non debet quia dic' qđ Navis p̄đ dcō viceſimo quinto die Marcij in condic̄one p̄dcā menconať tuta fuit apud p̄dcam̄ inſulam Maij exiſten' in partibꝫ tranſmarinis videlt apud Chudleigh pꝛeđ bene & ſufficienť cum Navigatoꝛibꝫ munita vocať manned cum cibaria & armamenť p̄parať vocať Victualled and Tackled ꝓ Viagio p̄dco' ac ita munita & p̄parať infra duas ſeptiman̄ tunc pr' ſequen̄ ꝓceſſit in Viagio ſuo p̄dcō Et in Viagio illo poſtea ſciľt viceſimo nono die Maij tunc pr' ſequen̄ apud Virginiam pꝛeđ in partibus tranſmarinis videlt apud Chudleigh p̄đ appulit Qdcqꝫ Navis illť non retoꝛnavit vel fecit aliquam arrivac̄onem abinde ad Plymouth p̄đ nec ad aliqum poꝛtum ſeu alibi infra hoc regnū Anglie hucuſqꝫ acceſſit ſet ꝑ vim venti in Navigando in Viagio ſuo p̄đ ab inſula Maij p̄đ erga Virginiam p̄đ fracta & totaliť' inhilis ad Viagiū illud finiend' & retoꝛnanđ devenit & facta fuit Et poſtea ſciľt pꝛimo die Julij anno illo apud Virginiam p̄đ Navis illa totaliť deperdita fuit Et hoc parať eſt ꝟificare unde petit Judic' ſi pꝛeđ Geoꝛgius acc̄onem ſuam pꝛedcam̄ inde verſus eum here debeat &c.

Plea, que le nief fuit ſafe al dit Iſle de May le dit 25 Mar. Bien *Manned, Victualled and Tackled.* Que le neif arrive al Virginia, &c. Mes per force de vent en le Voyage del Iſle de May envers Virgin. fuit fract & totalment diſable, &c.

Et p̄đ Geoꝛgius dicit qđ ipē ꝑ aliqua p̄allegať ab acc̄one ſua p̄d' inde ꝟſus p̄đ Nathanielem henđ p̄cludi non debet quia dicit qđ p̄dcuſ̄ Nathaniel ſcienter & voluntarie ꝑmiſit navem p̄dcam̄ devenire inhilem ad Viagiū p̄đ ꝑfoꝛmand' pꝛo defcū neceſſar' reparac̄onis inde ea intenc̄one ad decipienđ & defraudanđ p̄đ Geoꝛgiū de p̄dciſ̄ centum libꝛis in Condic̄one pꝛeđ ſuperius menconať ſciľt apud Chudleigh pꝛeđ Et hoc parať eſt ꝟificare unde petit judiciu' & debm̄ ſuū p̄đ unacum dampnis ſuis occ̄one detenc̄onis debī illius ſibi adjudicari &c.

Replic'. Que le Def. voluntariment permit le neif a deveigner unable pur default de repairs; al intent a defrauder le Pl.

Et pꝛed' Nathaniel ut pꝛius dicit qđ Navis p̄đ in Condic̄one p̄đ ſuperius menc̄onať ꝑ vim venti in navigando in Viagio ſuo p̄dcō ab inſula Maij p̄đ erga Virginiam p̄đ fracta & totaliť inhilis ad Viagiū illud finiend' & retoꝛnand' devenit & facta fuit Et poſtea ſciľt pꝛimo die Julij anno illo apud Virginiam p̄đ Navis illa totaliť' deperdita fuit modo & foꝛma put ipē p̄đ Nathaniel ſuperius placitando allegavit ſciľt apud Chudleigh p̄đ abſqꝫ hoc qđ ipē p̄d Nathaniel ꝑmiſit navem

Rejoinder. Repetic' del matter en le Barre.

Traverſe que il permitte le Nief a deveigner unable, &c.

pd̃ devenire inhilem ad Viagiũ pred' ꝓformand' ꝑ defcũ neceſſar' reparacon' inde modo & forma ꝓut pd̃ Georgius ſuperius replicando allegavit Et hoc parat' eſt ꝟificare unde ut prius petit Judic' ſi pd̃ Georgius accõnem ſuam predcam inde ꝟſus eum here debeat &c. Demurrer & Joinder en Demurrer.

LE Counſel del Plaintiff ne inſiſt a maintainer le Replication. Mes priſt un Exception al le Plea en Barr, *viz.* que per ceo n'eſt alledge, que le Nieſe fuit ſufficientment *provided for*, que eſt un principal part del Condition; car le Plea ſolement dit que le Nieſe fuit bien *Mann'd*, *Victualled and tackled.* Mes riens eſt dit quant al aſcun Proviſion fait pur le Nieſe. Al que fuit reſpond per le Counſel del Def. que ceo fuit comprehend deins les parols *Mann'd, Victualled and Tackled.* Mes le Court fuit de contrary Opinion, pur ceo que en les Parols (*provided for*) le neceſſary Reparation de le Nieſe fuit comprehend. Et donc fuit inſiſt pur le Def. que ſicome le Condit' eſt penne, le Def. ne fuit a payer les 125 *l.* tanque apres le arrival del Nieſe al aſcun port en Angliterre. Mes al ceo le Court dit que le intent del Condit' fuit que ſi le Nieſe ne arrive per Reaſon d'aſcun Default en le Def. uncore il fuit a payer les 125 *l.* Et eſt fortment d'eſtre intend que la fuit un default en le Def. pur ceo que il n'ad reſpond al un material part del Condit', *viz.* Le Proviſion pur le Nieſe. Et le pluis toſt, pur ceo que riens material eſt dit en le auter part del Plea, a faire ceo de appearer que nul default fuit en luy; car poiet eſtre voire que le Nieſe fuit diſable a perform le Voyage per force de Vent; Mes ceo poiet eſtre per reaſon que le Nieſe ne fuit bien *provided for*, & iſſint per ceſt meanes fuit foible a reſiſter le Vent, & pur ceo le Plaintiff avoit Judgment, per le Opinion de tout le Court.

Juſtice *Powell* dit en ceo Caſe, que le Def. duiſſoit aver Plead accordant al les Parols del Condit'. Mes le Chief Juſtice dit que il doit pleader accordant al material parols del Condit'; car ſi ſont Synonimous parols en le Condit' eſt ſufficient a uſer un de eux. Mes uncore en ceo Caſe le Plaintiff avoit Judgment pur non reſponder al un de les parols del Condition.

Nota, En le Plea en ceo Caſe eſt dit, que le Nieſe *fuit tuta apud prædict' Inſulam Maij exiſten' in partibus tranſmarinis, viz. apud Chudleigh præd.* que come eſt dit per le Court en *Davis* & *Tales*'s Caſe, apres, 950. eſt repugnant & abſurd. Et jeo auxi, per bone Authority, prendra ſur Moy adire que en ceo Caſe ne fuit aſcun neceſſity pur ceo; car le obligat' eſteant fait en *Angliterre*, un iſſue ſur aſcun choſe fait ouſter le mere poiet eſtre

trie lou le Obligat' eſt alledge d'eſtre fait come appiert en le, 1 *Inſt.* 261. & auters Livers; De que jeo aye priſe particular Notice icy, a preventer tiels Abſurdities (ſi ſoit poſſible) pur le future; car jeo aye viewe mults pleadings ove ceux repugnant parols en eux.

Hepworth v. *Haigh.*

Trin. 1 Anne Regine Rot. 1666.

ET p̃d' Joſephus ꝑ J. S. Attorn̄ ſuũ ven̄ & defend' vim & injur' quando &c. & dic' q̄d p̃d' J. H. accõnem ſuam p̃d' inde verſus eũ here non debet quia dic' quod p̃d' J. H. exiſten̄ ſubdit' nat' hujus Regni Angl' 10 Maij anno regni Dnĩ Will' tercij nuꝑ Regis Angl' &c. 12 & ꝑ ſpaciu' 7 annor' & amplius ante tunc elapſ̃ & poſtea apud Caſtrum Ebor' p̃d in Com̄ Ebor' p̃d uſus fuit & exercuit artem ſive miſteriũ Aromatarij Anglice of a Grocer & per totũ idem tempus facultat' ſuam vivendi Anglice his Trade of Living in arte ſive miſterio ill' queſivit Et p̃d J. artem ſive miſteriũ p̃d' ſic exercen̄ & facultat' ſuam vivendi per viam emendi & vendendi in arte ſive miſterio p̃d ut p̃ſert' querens poſtea 11 die ejuſdem menſis Maij anno ult' ſup̃d apud Caſtrũ Ebor' pꝛed in Com̄ pꝛed deven̄ indebitat' quibuſdam R. S. Mil' & F. L. &c. & diverſ̃ al' perſonis Creditoꝛib⁹ ſuis exiſten̄ ſubdit' nat' hujus regni Angl' in diverſ̃ denar' ſum̄ in toto attingen̄ ad ſum̄ 130 l. legalis monet' Angl' & amplius Et ſic indebitat' exiſten̄ idem J. poſtea & ante pꝛed 20 diem Maij anno ult' ſupꝛad' ſcilt' 15 die ejuſdem menſis Maij eodem anno apud Caſtrũ Ebor' pꝛed' debis ſuis pꝛed' tunc & adhuc mie ſolut' ſive ſatiſfact' exiſten̄ manifeſte devenit Decoctoꝛ Anglice a Bankrupt infra veram intenc̃onem diverſor' Statutor' v̄ſus Decoctoꝛes edit' & ꝓvis' ipſoq; J. ſic Decoctor' exiſten' idem J. ulterius dic' quod 5 die Maij anno regni Dnĩ Will' tercij nuꝑ Regis Angl' &c. 12 ſupꝛad' idem Domin⁹ nuꝑ Rex quandm̄ Com̃iſſion' ſub magno ſigillo Angl' ſigillat' geren̄ dat' apud Weſtm̄ in Com̄ Midd̃ quibuſdm̄ J. H. Mil' Capital' Juſtic' dicti Dnĩ nuꝑ Regis ad placita coꝛam ip̃o Rege tenend̃ aſſign̄ G. T. Mil' Capital' Juſtic' Cur' ejuſdem nuꝑ Regis de com̄ Banco & E. W. Mil' Capital' Baron' Cur' ejuſdem Dnĩ Regis de Scaccar' fecit & direxit ꝑ quam quidem Com̃iſſion' idem Dom' Rex com̃iſit cuſtod' ejuſdem magni ſigilli cure & fiducie eoꝛundm̄ J. H. G. T.

&c. E.

Barre en Action de Debt, que le Pl. fuit Banckrupt, & que le Debt fuit aſſigne.

Que le Pl. uſe le trade d'un Grocer.

Que il fuit indebt, &c.

Que il deveigne Bankrupt.

Le Commiſſion al 2 Ch. Juſt. & le C. Baron pur enſealer Commiſſions ove le grand Seal.

Commiſſion de Bankrupt.

& E. W. pro ſpecial' ꝓpoſit' ſolummodo poſtea in eadem Commiſſione menc̄onat' Et idem Dn̄us Rex ꝑ eandem Commiſſion' voluit & mandavit aceciam authorizavit eiſdem J. H. G. T. & E. W. vel aliquib' duobus eor' tranſigere Anglice to paſs vel tranſigi cauſare ſub magno ſigillo Angl' non ſolum oīa tal' Conceſſion' Comiſſion' Proclamac̄on & al' quecunque qual' tranſact' fuiſſent ꝑ Warrant' ſub privat' ſigill' ſignet' ſive ſigno manual' & que tunc fuer' tranſigi Anglice were to have paſſed ſub magno ſigillo p̄d & tunc non fuer' tranſact' Anglice paſſed ſed etiam oīes tal' conceſſion' comiſſion' ꝓclamac̄on & al' quecunque q̄ tunc in futuro tranſact' eſſent Anglice which ſhall paſs ꝑ Warrant' dicti Dnī Regis ſub privat' ſigillo ſignet' vel ſign' manual' ad traſigend' Anglice to paſs ſub magno ſigillo p̄d una cum omnibus brevib' ꝓceſs' & comiſſion' ordinarie uſitat' eſſe tranſact' ſub magno ſigillo p̄d ꝑ Cancellar' Angl' vel Dn̄m cuſtod' magni ſigilli ꝓ tempore exiſten' ꝓut per eandem commiſſion' hic in Cur' ꝓlat' plenius liquet ipſoq; J. ſic Decoctore exiſten' Et p̄d J. H. G. T. & E. W. ſic Comiſſionar' ꝓ cuſtod' magni ſigilli p̄d exiſten' poſtea ſcilt 20 die Maij anno ult' ſuprad' apud Weſtm̄ p̄d in Com̄ Midd' ad Petic̄on' p̄d R. L. Mil' F. L. &c. ꝓ ſeipſis' & al' creditorib' p̄d J. H. adtunc prefat' J. H. Mil' G. T. Mil' & E. W. Mil' fact' & exhibit' in ſcript' ſcdm' formam Statut' in humōi caſu edit' & proviſ' ꝓ remediis ſuis verſus p̄fat' J. H. exiſten' Decoctor' hend' eiſdem R. L. Mil' F. L. &c. Et ceteris creditorib; p̄d J. H. de debis ſuis p̄d adtunc mie ſolut' ſive ſatisfact' exiſten' quedam comiſſio dicti Dnī W. tertij nuper Regis Angl' ſuper Statut' cont' Decoctores edit' & ꝓviſ' ſub magno ſigillo Angl' ſigillat' hic in Cur' ꝓlat' & geren' dat' apud Weſtm̄ p̄d in Com̄ Midd' eiſdem die & anno debita Juris forma emanavit virtute Commiſſion' hic primo recitat' verſus p̄fat' J. H. quibuſdam R. T. & S. B. Ar' S. P. &c. Gen' direct' ꝑ quam quidem Comiſſion' dcus' Dn̄us nuper Rex dedit plenam poteſtat' & authoritat' Comiſſion' p̄d quatuor vel tribus eorum quor' idem Dn̄us Rex p̄d S. B. vel R. T. un' eſſe voluit juxta ſeperal' Statut' de Decoctorib; in hujuſmodi caſu edit' & ꝓviſ' in dicta Comiſſione menconat' non ſolum concernen' p̄d Decoctor' Corpus ejus terras tenementa libera Anglice Free-hold & cuſtumar' Anglice Copy-hold bona debita & al' quecunq; ſed etiam concernen' oīes al' perſonas que per concelament' vel alit' offenderent tangen' p̄miſſa vel aliquam ꝑtem inde cont' intenc̄on & ꝓpoit' pred' Statut' p̄d ad faciend' & exequend' oīes & quaſlibt rem res quaſcunque tam erga & pro ſatisfacc̄on' & ſolucon' pred' creditor' quam erga & pro omnibus al' intenconib; & ꝓpoſit̃ ſcdm' ordinacõnem & ꝓviſion' eorundm' Statutor̃ per quam quidem Cõmiſſion' dcus' Dñus nuper Rex voluit & dedit in mandat̃ p̃d' Commiſſionar̃ 4 vel 3 eorum quorꝫ p̃d S. B. vel R. T. unu' eſſe voluit ad ꝓcedend' ad execucon' & complement̃ p̃d Cõmiſſion' ſcdm veram intencon' & ꝓpoſit̃ eorundm Statutor' cum omni diligenc' & effcu ſcdm ſpecial' fiduc' dci nuper Regis in eiſdm Commiſſionar' repoſit̃ put ꝑ eandm Commiſſion' plenius apparet virtute cujus quidm' Commiſſion' ac vigore Statutor' p̃d pred' S. B. S. P. & T. D. tres Commiſſionar' de Cõmiſſionar' p̃d poſtea ſcilt primo die Junij anno ſup̃d apud caſtrum Ebor' p̃d in Com Ebor' pred' ſuper debm examinacõn teſtiu' & al' bon' ꝓbacon' ſuper ſacru' adjudicaver' & declaraver' ipm p̃d' J. H. die emanacon' Cõmiſſion' pred' & diu ante fuiſſe & deveniſſe & adtunc & ibm' fuiſſe Decoctor' infra veram intencõnem & ꝓpoſit̃ Statutor̃ pred' & poſtea ſcilt 18 die ejuſdem menſis Junij anno ult̃ ſup̃d apud caſtru Ebor' p̃d in Com Ebor' pred' eodem J. H. adtunc & ibm Decoctor' remanen' & continuan' iidem S. B. S. P. & T. D. ꝑ quandm Indenturam ſuam ſigillis ſuis ſigillat̃ & hic in Cur̃ ꝓlat̃ cujus dat̃ eſt eiſdm die & anno fact̃ int̃ p̃d S. B. S. P. & T. D. ex una parte & F. L. ex alt̃ parte barganizaver' vendider' aſſignaver' & tranſtuler' p̃fat̃ F. L. inter al' debm p̃d de eodm J. H. ꝑ p̃fat̃ J. H. modo petit̃ in fiduc' tamen pro uſu & beneficio p̃d F. L. & omn' al' creditor' p̃fat̃ J. H. qui tunc queſiviſſent vel poſtea tempeſtive Anglice in due time venirent & quererent releviu virtute Commiſſion' pred' & contribuerent erga onera ejuſdem ſecundum limitacõn' Statut̃ pred' put ꝑ eandem Indentur̃' plenius apparet ꝑ qd idem J. onerabil' devenit & exiſtit ad ſolvend' eidem F. L. debm p̃d ſuperius ꝑ eundem J. H. modo petit̃ Et hoc parat̃ eſt verificare unde pet̃ Judic' ſi p̃d J. H. accõnem ſuam pred' inde v̄ſus eum here debeat &c.

Le Pl. adjudge d'eſtre Bankrupt.

Aſſignment del Debt.

EN ceſt caſe le Pl. priſt iſſue que il ne deveigne Bankrupt.

Thornton v. *Bethel* & al.

Winford. Paſch. 1 Anne Regine Rot. 566, & 567. C. B.

Debt pur 800 l. ſur un Clauſe en un Charter-party de Affraightment.

Lond. ſſ. Hugo Bethell nuper de Ryſe in Holderneſſe in Com̄ Ebor' Ar' ; Robertus Bloome nuper de London p̄dict' Mercator Jaſon Pinder nuper de Northferiby in Com̄ ville de Kingſton ſuper Hull Mercator & Simpſon Bridges nuper de villa de Kingſton ſuper Hull in Com' ejuſdem ville Mercator ſum' fuer' ad reſpondend' Petro Thornton de placito q̄d reddant ei Octingent' Libras quas ei debent & injuſte detinent &c. Et unde idem Petrus ꝑ Willum Allington Attorn' ſuum dic' p̄d cum ꝑ quandam Chartā partitam affrectamenti indentat' fact' apud London p̄dict' in Parochia b̄te Marie de Arcubus in Warda de cheap decimo quarto die Februar' anno Dn̄i Millmo ſextenteſimo nonageſimo Octavo int' ipſum Petrum Thornton ꝑ nōen Petri Thornton de villa de Kingſton ſuper Hull naute magiſtri bone Navicule ſive Navigij Anglice good Pink or Veſſel vocat' the *Hopewell* of *Hull* oñis centum & quadragint' tonnar' pleni ponderis vocat' dead Weight aut eo circiter tunc in rivo de Hull ex una parte & p̄fat' Hugonem Robertum Jaſon & Simpſon ꝑ nomina ſeparat' perſonar' quar' nomina ſubſcripta & ſigilla poſita ſunt un' part' charte illi⁹ ex alt' parte cujuſquidem charte alt'am partem ſigillis ipſor' Hugonis Robti Jaſon & Simpſon ſignat' ac cui quidm̄ alt' parti nōia p̄dictor' Hugonis Bethell Roberti Bloome Jaſon Pinder & Simpſon Bridges ſubſcript' ſunt & ſigilla eoꝝ poſita ſunt idem Petrus hic in curia ꝓfert cujus dat' eſt eiſdem die & anno dictus Petrus conceſſit & dimiſit dcam' Navicul' Anglice Pink ad affrectamentum ipis' dictis Hugoni Roberto Jaſon & Simpſon ꝑ nōina ipſor' dictor' Mercator' ad inde ſubſcriben' & quod ipſi in conſiti modo conduxer' Anglice hired & ceper' eandem a dicto magiſtro ꝓ Viagio Negocian' vocat' a Trading Voyage cum ea Dei Gratia fiend' ut ſequitur videlt dictus magiſter ꝓ ſeipſo Executorib; & Adminiſtratorib; ſuis convenit ꝓmiſit & agreavit ad & cum quolibet eoꝝ dictoꝝ Mercator' dicte charte ſubſcriben̄ & reſpectivis Executorib; & Aſſign' ſuis ꝑ chartam ill' q̄d ipſe dictus magiſter & ſocij ſui Anglice his Company poſt dat' charte ill' prout dictus magiſter inveniret convenien' vela daret cum ſua intenſa oneracōne vocat' Loading carbon' in aliquam partem occiden' littoris vocat' the Weſt Coaſt

Le Charter-party fait 4 *Feb.* 1698.

Per que le Pl. grant & demiſe al Defs. un Nief pur un Trading-Voyage.

Le Pl. covenant que il &c. quand il trove convenient, ***veladaret*** ove ſon loading, de Carbons.

✝

Coaſt ubi ipſe convenien' putaret carbones ill' deliberare & eis deliberat' exiſten' dicta Navicula ſive Navigium cum prima & prox' convenientia ab inde decederet & directe ꝓut ventus & aura ꝑmitterent navigaret uſque ad Sligo in Hibernia vel tam prope ad inde quā dictum Navigium tuto venire poſſet & ibm oneraret reciperet & caperet ſuper eam Anglice on Board of her omnia tal' libera bona & Merchandizas qual' eiſdem mercatoribus eidem charte ſubſcriben' factoribus vel Aſſign' ſuis placeret ibm onerand' Anglice lade & ponend' ſuper eam Anglice on Board her non exceden' tant' quant' ipſa rõnabilit' poſſet locare Anglice Stow & portare in ea ult' & ſupra ejus implement' vocat' Tackle apparat' vocat' Apparel ꝓviſion' et ſuppeditament' vocat' Furniture & quinqʒ Tonnas allocat' dcõ magiſtro & ejus ſociis Anglice his Company ꝓ eorum Privileg' Et dicta Navicula ſive Navigium ſic exiſten' onerat' vel alit' expedit' vocat' diſpatched per ipſos dictos Mercatores eidem charte ſubſcriben' factores vel Aſſign' ſuos ſcdum tal' ordinem qual' ipſe dictus magiſter ibm reciperet a dictis Mercatoribus eidem charte ſubſcriben' factoribus vel Aſſign' ſuis ipſa directe ꝓut ventus & aura ꝑmiſiſſet Navigaret in tal' portū ſive portus ad vel in Newfoundland ſuper oram vocat' Coaſt de America aut tm̄ prope adinde quam dicta Navicula ſive Navigium tuto venire poſſet & ibidem demoraret ad exonerand' & deliberand' dictis Mercatoribus eidem charte ſubſcriben̄ factoribus vel Aſſign' ſuis omnia tal' bona & Merchandizas qual' onerat' forent ꝓeis apud Sligo p̄d & q̄d tunc & im̄ediate poſt deliberacon̄ ill' oneracõnis ſue reoneraret reciperet & caperet ſuper eam Anglice on Board her omnia tal' libera bona & Merchandizas qual' dicti Mercatores eidem charte ſubſcriben̄ factores vel Aſſign' ſui ponerent vel mitterent ſuper eam Anglice on Board her non exceden̄ q̄d ipſa rõnabilit' poſſet portare & locare in ea Anglice Stow in her ult' & ſupra ejus implement' vocat' Tackle Apparat' vocat' Apparel ꝓviſion̄ & ſuppeditament' vocat' Furniture & quinque Tonnas allocat' dicto magiſtro & ſociis Anglice Company ut prefertur & dicta Navicula ſive Navigium exiſten' ſic onerat' vel alit' expedit' vocat' diſpatched per ipſos dictos Mercatores eidem charte ſubſcriben' factores vel Aſſign' ſuos ſecundum tal' ordinem qual' ipſe dictus magiſter ibm reciperet a dictis Mercatoribȝ eidem charte ſubſcriben' factoribus vel Aſſign' ſuis ipſa directe ꝓut ventus & aura ꝑmitterent Navigaret & retornaret in aliquem Portum ſive Portus vel tam prope adinde quam dicta Navicula ſive Navaglum tuto venire poſſet in Hiſpania Anglice Spain Luſitania Anglice Portugal vel Francia Anglice France ad quam ear' ipſa ordinat' foret ꝑ dict'

Et deliver eux al aſc' part del *Weſt-coaſt.* Et donc a ſailer al *Sligo* en *Ireland* & la a receiv' les Merchandizes des Def.

Et donc a ſailer a tiel port en *Newfoundland* que les Def. direct' & deliver les biens la.

Et la a receiver auters biens des Def. come devant.

Et donc a ſailer al aſc' Port en *Spain*, *Portugal* ou *France* come les Def. direct'

Et la a deliver meſme les biens.

Et la a receiver aut' biens de Def.

Et donc a Sailer al *London Hull* ou *Newcaſtle* come le Def. direct'.

Et la a deliver meſme les biens al Def. &c.

Cov. & garranty per le Pl. que la nief ſeroit bien tackled, &c.

Les Def. covenant a lader, expediate, &c. la nief al dits Ports, &c.

Mercatores eidem charte ſubſcriben' factores vel aſſign' ſuos & ibm̄ demoraret ad exonerand vocat unlade & deliberand dict Mercatoribus eidem charte ſubſcriben factoribus vel Aſſign' ſuis omnia tal' bona & Merchandiz' qual' ꝓ eis onerat forent in Newfoundland & qd tunc immediate poſt deliberacon iſtius oneraconis ſue vocat that her Lading reoneraret reciperet & caperet ſuper ea Anglice on Board her oīa tal' libera bona & Merchandiz' qual' dcī Mercatores eidem Charte ſubſcriben' factores vel Aſſign' ſui ponerent vel mitterent ſup eam Anglice on Board her non exceden quod ipſa rōnabilit poſſet portare & in ea locare Anglice Stow in her ultra & ſupra ejus implement vocat Tackle Apparat' vocat Apparel ꝓviſion' ſuppeditament' vocat Furniture & quinque Tonnas allocat dcō magiſtro & Sociis ejus Anglice his Company ut p̃fertur & dic' Navicula ſive Navigium ſic onerat' vel alit expedit' vocat diſpatched per ipſos dict Mercatores eidem Charte ſubſcriben factores vel Aſſign' ſuos ſcdm tal' ordinem qual' ipſe dictus magiſter ibm reciperet a dictis Mercatorib; eidem Charte ſubſcriben factorib' vel Aſſign' ſuis ipſa direct ut ventus & aura ꝑmitterent Navigaret retornaret & rediret Anglice come back uſque ad London Hull vel Newcaſtle ad exonerand' vocat diſcharge ꝓut ipſi dcī Mercatores eidem Charte ſubſcriben factores vel Aſſign' ſui ordinarent & dirigerent & demoraret ad locum exoneraconis ſue vocat diſcharge ad deliband dic' Mercatoribus eidem Charte ſubſcriben Executorib' vel Aſſignis ſuis omnia tal' bona & Merchandiz' qual' onerat' forent ꝓ eis in locis p̃dict vocat Spain Portugal vel France ut p̃fertur & ſic ſup tal' ſuam exoneraconem ad finiend intens' Viagium ſuum periclis maris & reſtriccon Principum & Regulator' except' Et ulterius dictus magiſter convenit & Warrantizavit qd dicta Navicula tempore deceſſus ſui ab & extra portu de Hull foret bene & ſufficient aptat vocat' fitted eſculat' implementat' vocat' tackled cum hoībus p̃parat' vocat' Manned apparat' vocat' Apparelled & apparat' vocat' furniſhed cum cimba & omnibus rebus requiſitis ꝓ tali Navicula & Viagio Et dicti Mercatores eidem Charte ſubſcriben' ꝓ ſeipſis Executoribus & Adminiſtratorib' ſuis convener' & agreaver' ad & cum dcō Petro Thornton magiſtro Executorib; & Aſſign' ſuis ꝑ eandem Chartam partitam qd ipi dcī Mercatores eidem Charte ſubſcriben' Executores & Adminiſtratores factores vel Aſſign' ſui non ſolum de tempore in tempus onerarent exonerarent vocat' unlade reonerarent & expedirent vocat' diſpatch dictam Naviculam ſive Navigium ad omnes & quemlibet Portus & Portum & locos & locum premenconat' & expreſs' ſecundum veram intencon & ꝓpoſitum

ejus

ejuſdem Charte ſed etiam bene & vere ſolverent vel ſolvi cauſarent dicto magiſtro Executoribꝰ Adminiſtratoribꝰ vel Aſſignatis ſuis plenam integram & juſtam ſummam quinquaginta librar' Sterling' ꝑ menſem Quequidm menſtrua ſolucō comenſaret a primo die in quo dicta Navicula ſive Navigium poſt datum Charte ꝑdict' contingeret terram frangere vocat' break Ground in vel ſuper occiden' oram vocat' the Weſt Coaſt ubi dict' magiſter apt' putaret ad deliband' Carbones ſuos ut ꝑfertur & procederet Anglice run on & continuaret uſq; ultimū diem exoneracōnis vocat' diſcharge dicte Navicule ſive Navigij ad aliquod unum dictor' Portuum videlt London Hull vel Newcaſtle ad quam ipſa ordinat' foret exonerand' ad finem dicti intens' Viagij modo & forma ſequen' videlt ante deceſſum ext' Portum de Sligo in Hibnia ſolucon' ꝓ uno menſe vocat' one Months Pay inde aut in monet' ſecundum excambiū vel in bon Merchandizabil' ad ratam curren' ac etiam ante deceſſum extra Portum in Newfoundland ſolucon ꝓ uno alio menſe vocat' one Months Pay more in piſcibꝰ Merchandizabil' ad ratam curren nec non ante deceſſu' extra Portu' in Hiſpania Anglice Spain Luſitania Anglice Portugal vel Francia Anglice France ſolucon' ꝓ uno al' menſe in denar' vocat Sterling Money & tot' reſid' dictar' menſtruar' ſolucon in monet vocat Sterling Money ꝓ quolibet menſe ſolu forent dicto Petro Thornton magiſtro Executoribus vel Aſſign ſuis ad Portum exoneracon vocat Port of Diſcharge a dicto intens Viagio aut Anglice whether apud London Hull vel Newcaſtle infra terminū vel ſpacium duorum menſium tunc proxim ſequen poſt tal' exoneracōnem ſuam vocat her Diſcharge ibm ſimulcum duabus tertiis partibus Port onerum vocat Port Charges & Primagij & Averagij conſuet Et ad veram performacōnem cujuslibet in eadem Charta content' ex parte dict magiſtri vel Aſſign ſuor' ꝑformand ipſe idem Petrus obligaſſet ſeipſum Executores & Adminiſtratores ſuos & Navigium ꝑdicum cum omnibꝰ implement' vocat Furniture & affrectament' dictis Mercatoribus eidem Charte ſubſcriben Executoribus & Aſſignatis ſuis in penali ſumma octingent' Librar' Sterling' firmit' ꝑ eandem Chartam & ad veram ꝑformacōnem cujuslibet in eadem Charta content ex parte dictor' Mercator' eidem Charte ſubſcriben vel Aſſign ſuor' ꝑformand' ipi iidem Mercatores obligaſſent ſeipſos Executores & Adminiſtratores ſuos & bona ut ꝑfertur intens onerand Anglice intended to be laden dicto magiſtro Executoribꝰ & Aſſign' ſuis in conſili penali ſuma octingent Librar' Sterling' firmit ꝑ eandem Chartam put ꝑ Chartam partitam ill' plenius liquet & apparet Et idem Petrus in facto dic' qd ipſe idem Petrus cum ſociis ſuis in ea

Et a payer al Pl. 50 l. per mois, a commencer del primer jour que la nief *frangeret terram* ſur le *Weſt-Coaſt*.

Les ſeveral temps de Payment.

Le Pl. oblige luy meſme, &c. en 800 l. a performer, &c.

Et les Def. en meſme manner oblige eux meſme al Pl.

Averment de performance de cheſcun particular matter & Covenant d'eſtre performe per le Pl. & monſtre coment.

parte ſufficien' ad Navigand' & gubnand Naviculam ſive Navigium p̃d in intens Viagio ſuo p̃d tam cito quam fuit conveniend poſt confeccon Charte p̃d ſcilt viceſimo octavo die Martij anno Dni mill'imo ſexcenteſimo nonageſimo nono cū Navicula ſive Navigio p̃d & intens õne ſuo carbon p̃d a dicto rivo de Hull exiſten in villa de Kingſton ſup Hull p̃d vela dedit erga occiden' oꝛam p̃d vocat the Weſt Coaſt & poſtea ſcilt duodecimo die Apꝛilis anno ultimo ſup̃dcõ apud occiden' oꝛam p̃d ſcilt apud Topſham in Com Devon cum Navicula ſive Navigio ill' & Carbonibꝰ p̃d arrivavit & Naviculam illam de eiſdem carbonibus ibidem exoneravit & poſtea ſcilt viceſimo octavo die ejuſdem menſis Apꝛilis anno ultimo ſup̃dcõ ibm terram fregit Anglice broke Ground & cum pꝛima & pꝛima Convenientia tunc pꝛim ſequen ab inde deceſſit cum Navicula ſive Navigio & ſociis p̃d & directe Navigavit cum Navicula ſive Navigio & ſociis p̃d ut ventus et aura pmittebant erga Sligo p̃d & poſtea ſcilt viceſimo tertio die Maij anno ultimo ſupꝛadcõ idem Petrus Thoꝛnton cum Navicula ſive Navigio & ſociis p̃d apud Sligo p̃d in Hibnia in ptibus tranſmarinis exiſten' arrivavit & immediate ſup inde ibm ſuper Naviculam ſive Navigium ill' ſcdm Convencon p̃d in ea parte oneravit recepit & cepit oīa tal' liba bona & Merchandiz' qual' placebat dictis Mercatoꝛibʒ eidem Charte ſubſcriben factor' vel Aſſign' ſuis ſuper Naviculam ſive Navigium ill' onerare & ponere Et Navicul' ſive Navig' ill' ſic onerat' exiſten ipſe idem Petrus ſcdm oꝛdinem quem ipſe apud Sligo p̃d recepit de Mercatoꝛibꝰ p̃dictis cum Navicula ſive Navigio & ſociis p̃d poſtea ſcilt decimo octavo die Junij anno ultimo ſupꝛadcõ [a Sligo p̃d deceſſit' & abinde directe ut ventus & aura pmittebant Navigavit erga Poꝛtum de Carboneare in Newfoundland p̃d ſup oꝛam de America p̃d & ad Poꝛtum ill' in partibꝰ tranſmarin exiſten' poſtea ſcilt nono die Auguſti anno ultimo ſupꝛadcõ arrivavit & ibm demoꝛabat quouſque exr Naviculam ſive Navigium ill' ibm exoneravit & delibavit dictis Mercatoꝛibʒ eid charte ſubſcriben factoꝛibʒ vel Aſſign ſuis bona & Merhandiz' ſic ut p̃fertur apud Sligo p̃d ſup Navicul' ſive Navigiu p̃d onerat' accept & capt' & immediate poſt p̃d exon'acon & delibacon bonor' & Merchandizar' ill' ipſe idem Petrus apud poꝛtum de Carboneare p̃d ſup naviculam ſive navigium pꝛed' ſcdm Convencon p̃dcam in ea parte reoneravit recepit & cepit oīa tal' libera bona & Merchandiz' qual' dicti Mercatoꝛes eidem Charte ſubſcriben' factoꝛes vel Aſſign' ſui poſuer' ſeu poni miſer' ſup naviculam ſive navigium ill' & navicula ſive navigio illo ſic onerat' ipſe idem Petrus ſcdm oꝛdinem per p̃d Mercatoꝛes eidem Charte ſubſcriben' eidem Petro ibm dat' &

per ipm̄ ibm̄ recept' cum navicula ſive navigio illo ſic ut p̄fertur onerat̄ directe ut ventus & aura ꝑmittebant navigavit abinde erga portum de Cadiz in Hiſpania Anglice Spain p̄d & poſtea ſcil. viceſimo primo die Octobr' Anno ultimo ſupradc̄o apud portum ill' in partibꝰ tranſmar' exiſten' arrivavit & ibm̄ demorabat quouſq; ibm̄ exoneravit & delibavit dict̄ Mercatoribꝰ eidem Charte ſubſcriben' factoribꝰ vel Aſſign' ſuis oīa bona & Merchandiz' p̄d ſic ut p̄fertur onerat̄ capt̄ & recept̄ apud portum de Carbonearc p̄d & im̄ediate poſt tal' delibacon̄ ſup naviculam ſive navigium ill' ſcdm̄ Convencon̄ p̄d in ea parte ibm̄ reoneravit recepit & acceptavit oīa tal' liba bona & Merchandiz' qual' dicti Mercatores eidem Charte ſubſcriben' factores vel Aſſign' ſui poſuer' ſeu poni miſer' ſup eam & dcā navicula ſive navigio ſic ut p̄fertur onerat̄ directe ꝓut ventus & aura ꝑmittebant ſcdm̄ ordinem de ipſis p̄d Mercatoribus apud portum de Cadiz p̄d p̄antea recept̄ abinde directe ꝓut ventus & aura ꝑmittebant navigavit erga portum de Kingſton ſup Hull in Com̄ ville de Kingſton ſup Hull p̄d ad exonerand̄ ꝓut ipi dict̄ Mercatores factores vel Aſſign' ſui ordinarent & dirigerent & ibm̄ poſtea & ante diem impetraconis b̄ris originalis p̄d ipſius Petri ſcilt decimo quinto die Marcij Anno ultimo ſupdc̄o cum navicula ſive navigio p̄d & bonis & Merchandizis p̄d ult̄ p̄mentonat' in eodem portu arriavavit ad exonerand & ibm̄ remanſit quouſq; ipē idem Petrus poſtea ſcilt triceſimo die Martij añ Dnī Millimo ſeptingenteſimo exoneravit navicul' ſive navigiū p̄d & oīa bona & Merchandiz' p̄d ult̄ menconat̄ dict̄ Mercatoribꝰ ſcdm̄ ordinem & direcc̄onem Mercator' p̄d' eidem Petro ad tunc & ibm̄ dat̄ adtunc & ibm̄ delibavit & ſic idem Petrus die anno & loco p̄dict̄ ult̄ menconat̄ finivit intens' Viagiu' ſuū p̄d ſcdm formam & effectū Charte p̄d Et idem Petrꝰ ulterius dic' q̄d poſtquam ipſe idem Petrus cum navicula ſive navigio p̄d ſicut p̄fertur arrivavit & t̄ram fregit apud Topſham p̄dcam̄ & ante Viagium ill' ſic ut p̄fertur finit' fuit decem menſes elapſ̄ fuer' & amplius ac ꝓteſtando q̄d p̄d Hugo Robtus Jaſon & Simpſon non ꝑformaver' aliq̄d in ea Charta p̄dcā content̄ ex partibꝰ ſuis ꝑimplend̄ in facto idem Petrus dicit q̄d p̄dci Hugo Robtus Jaſon & Simpſon non ſolver' ſeu ſolvi cauſaver' nec eorꝫ aliqui vel aliquis ſolvūnt ſeu ſolvit ſeu ſolvi cauſavūnt vel cauſavit vel in monetis ſcdm̄ excambiū vel in bonis Merchandizabilbꝰ ad ratam current̄ p̄fat̄ Petro quinquagint̄ libras ſic ut p̄fertur agreat' ſolvend̄ antequam navicula ill' ſic deceſſit a Sligo p̄d & portu de Sligo p̄d vel unquam poſtea ꝑ quod acc̄o accrevit eidem Petro ad exigen' & hend̄ de p̄fat̄ Hugone Robto Jaſon & Simpſon p̄d octingent̄ libras iidem tamen Hugo Robtus

Averment que fueront 10 mois deins le primer fraction de terre en le Weſt coaſt & le fine del Voyage. Breach pur Non-payment del 50 l. per mois.

Robtus Jaſon & Simpſon licet ſepius requiſit' eaſdem octingent' Libras eidem Petro nondum reddider' ſed ill' ei hucuſq; reddere oio contradixer' & adhuc contradicunt ad dampnū ipſius Petri viginti Librar' & inde producit ſectam &c.

CEſt Declarat' fuit peruſe & approve per Sir *Edward Northey* le ore Att' General & trois Serjeants, & le Def. priſt iſſue ſur ceo per *non eſt fact'*.

Nota, En le Recital del Charterparty meſme les Lieus mention en ceo ne ſont allege d'eſtre ouſtre la mere, pur ceo que neſt iſſint diſt en le Charterparty, mes en les auters parts del Declarat' fuit neceſſary dalledger ceo en reſpect del venue.

Diſceit.

Countee de *Plymouth* v. *Samuel James*, & al'.

Wigorn' ſſ. SI Other Comes Plymouth &c. pon' &c. Samuelem James Henricum Chillingworth Johannem Weler filiu' & hered' Johannis Weler defunct' Will'um Noke Robertum Nayle & Mariam ux' ejus Johannem Capell & Elizabetham ux' ejus Johem Pooler & Margaretam ux' ejus Johem Turner & Mariam ux' ejus Willm' Hitchcock & Annam ux' ejus Thomam Barnſley filiu' & hered' Johis Barneſly & Annam Barneſly Vid' relict' pred' Johis Barneſly qd' ſint coram Juſtic' noſtris apud Weſtm' a die Paſc' in quindecim dies ad reſpondend' prefat' Comiti de plito quare cum idem Comes modo ſeiſit' exiſtit & per decem annos jam ult' elapſ' ſeiſit' fuit de & in Manerio de Bromeſgrove in Com' tuo in dnico ſuo ut de feodo qd' quidem manerium eſt & a tempore cujus contrar' memoria hominum non exiſtit fuit de antiquo dnico Corone regie Anglie &c. Ac omnia terre & tenementa que de eodem manerio tenentur a toto tempore ſupradict' plitabil' & plitat' fuer' in Cur' Manerij ill' per parvum bre' de recto & non alibi nec aliter ſecundum cons' ejuſdem Cur' a toto tempore ſupradict' ibm' uſitat' Pred' Samuel Henricus Johes Weler pater Will'us Noke Robertus & Maria ux' ejus Johes Capell & Elizabetha ux' ejus Johes Pooler & Margareta ux' ejus Johes Turner & Maria ux' ejus Will'us Hitchcocke & Anna ux' ejus Johannes Barneſly in vita ſua & pd' Anna ux' ejus pmiſſor' non ignar' machinan' & eundem Comitem de pficuis Cur' Manerij pred' callide & ſubdole decipere & defraudare quidm' Finis ſe levavit in Cur' Dni' Willi tertij nuper Regis Anglie de Banco hic ſcitt apud Weſtm' in Com' Midd' coram Georgio Treby Edro' Nevill Johe' Powell & Johe Blencowe tunc Juſtic' ipſius nuper Regis

Brefe de Diſceit pur levier Fine de Terres en Auncient Demeſne.

Regis de Banco & al' ipſius nuper Regis fidelibus ibm p̃ſentibus a die Sc̄i Michaelis in tres ſeptimañ anno regni ſui duodecimo inter prefat̃ Samuelem Henricum Johem Weler patrem tunc in plena vita pred̃ Will'm Noke quereñ Et prefat̃ Robtũ Nayle & Mariã ux' ejus p̃d Joh Capell & Eliz. ux' ejus p̃d Johem Pooler & Margaretam ux' ejus p̃d Willm̃ Hitchcock & Annam ux' ejus Johem Barneſly tunc in pleñ vita & p̃d' Annam tunc ux' ejus deforcient' de quatuor meſſuagijs & octo acr̃ terre cum pertin' in Hanbury Droytwiche & Bromſgrove in Com' tuo unde duo meſſuag' & tres acr̃ terre cum ptin' in Bromſgrove p̃d ſunt & tempore levac̃onis Finis pred' & per totum tempus ſupradict' fuer̃ tent' de manerio pred' & a toto tempore ſupradict' uſque levacon' Finis p̃d' in Cur̃ Manerij illius ſecdm̃ conſuetudinem ejuſdem Manerij placitat' & placitabil' fuer̃ cujus quidem Finis p̃textu eadem duo meſſuagia & tres acr̃ terre cum pertin' in Bromſegrove p̃d' liberum tenementum & ad communem legem plitat' & placitabil' devener̃ in decepcon' Cur̃ pred' & ad exheredac̃on' ipſius Comitis quoad p̃d' duo meſſuagia & tres acr̃ terre cum pertin' in Bromſegrove p̃d' periculum manifeſt' ad dampnũ ipſius Comitis quadragint' librar̃ ut dicitur &c.

SUR le Occaſion de ceo Briefe de Diſceit jeo obſerve que eſt nul Original Briefe de Diſceit en tiel Caſe come ceo eſt, ou en *Fitzh.* en ſon *N. B.* ou en le Regiſter. En *Fitzh.* 98. *A.* eſt ſolement diſt que ſi home levy Fine de terre en Auncient Demeſne al Common Ley al un auter, le Sñr del Auncient Demeſne avera Briefe de Diſceit vers ceſtuy que levy le Fine, & ceſtuy que eſt tenant; voier eſt que en le Regiſter *fo.* 13. *b.* Eſt un *Venire Facias* ou *Scire Facias* (que eſt tout un en effect) de anuller un Fine levy de terrs en Auncient Demeſne, le quel Briefe eſt foundus ſur le tenour d'un Fine tranſmit hors de *Chancery* al Juſtices de *C. B. ſub pede Magni Sigilli.* Quel Briefe require les dits Juſtices a faire droit *vocat' coram eis quos fore evocandos videret'*, & *vide* pur ceo un Caſe ſur autiel Brief 21 *Aſſ. Nu.* 13. Ne jeo poy trover aſcun Preſident en touts mes Livers d'Entries de Brief de Diſceit pur le levier de Fine, *&c.* forſque trois, le primer eſt en *Winch* 26 & 27. que eſt port vers le Plaintiff en le Fine ſolement, & la eſt un Demurrer al Count, & uncore per le Record meſme que jeo ay cauſe d'eſtre ſearch, Judgment eſt abſolutement done pur le Pl. & un Brief d'enquiry de Damages eſt agard, quia le Demurrer fuit en Barr d'Action. Le ſecond Preſident eſt en *Hearne* 93. Et en ceo le Brief eſt port vers le deforceant ſolement

ment. Et le tierce Preſident eſt en *Brownlow Redivivus* 25. Et ceo eſt port envers le Plaintiff & Deforceant en le Fine. Et ouſter ceo que eſt diſt per *Fitzherbert* come devant, eſt reſolve en le dit Liver d'Aſſizes, devant cite, que touts ceux queux ount Eſtates en la terre ou en poſſeſſion Reverſion ou remainder doient eſtre parties al Brief, & pur ceo en ceo Caſe un *Scire Fac.* fuit agard a garner un que ad un eſtate en remainder. Mes en le Caſe de *Zouch* & *Thompſon*, le quel *intrat. Hill.* 7 *VV*. 3. *Rot.* 1832. en *C. B* la en Brief de Diſceit, *&c.* le Fine fuit levy enter *Stephen Thompſon* Plaintiff, & *John Sellon* & *Elizabeth* ſa Feme deforceants, queux touts eſteants morts, le Brief de Diſceit fuit port vers *Chriſtopher Thompſon*, fits & Heire de dit *Stephen*, & *William Sellon*, Frere & Heire de dit *John Sellon* & un *James Goodyer* Tertenant, & un Purchaſor per le Fine. Et al ceo ceux Exceptions fueront pris.

1. Que ceo Brief ne giſt envers un Heire, quia eſt perſonal tort *& moritur cum perſona*, & pur ceo 18 *E*. 4. 11. *a.* fuit cite, mes *non allocat'*; car *per Cur.* le Caſe icy n'eſt ſemble al Caſe de Veiers & Pernors, en quel Caſe l'Action eſt confine al vie de Parties; car icy n'eſt un mere perſonal Tort, mes un Diſheriſon del Sñr del Manor, & pur ceo eſt unreaſonable que le Act de Dieu defeatera le Sñr de ſon Action.

Auter Objection fuit, Que ſi le Action voile giſer vers le Heire de *John Sellon* un des Conuſors del Fine, donc le Brief duiſſoit eſtre port vers le Heire de *Elizabeth* le Feme de dit *John Sellon* auxi, que fuit Joint Conuſor ove luy. Mes *non allocat' quia* le Terretenant eſt le proper party al ceſt Action, & auters (ſi neceſſary) poient eſtre port eins per *Scire Fac. Fitzh. Fines* 30.

Auter Objection fuit fait en ceſt Caſe de *Zouch* & *Thompſon*, que en le Brief & Count le Plaintiff eſt noſme *Dominus Manerij* ſolement, ſans monſtrans de aſcun Eſtate que il ad en le Manor, & que le Brief & Count fueront male pur ceſt Defect: *Sed non allocat. quia* Tenant pur ans, Tenant pur vie, *&c. ſunt Domini pro tempore*, & ſi fuit neceſſary, les parols ad *exheredacon'* ſont ſufficient, & pur le perd que ils ount, poient aver laction. Un auter Queſtion fuit fait en ceſt Caſe ou le Fine ſerroit revers quoad le Benefit de Sñr ſolement, ou entirement. Mes le Reſolution de Court fuit que il ſerroit revers non ſolement en reſpect del Sñr, mes auxi quoad le Purchaſor; & pur ceo divers Caſes fueront cite.

Un auter difference enter les dits deux Preſidents en *Winch* & *Hearne* eſt en ceo, Que en *Winch* eſt dit que les terres fueront *placitat' & placitabil' in Cur' Manerij cor' Ballivis, & Sectator' ejusdem Cur'*: Et en *Hearne* eſt ſolement dit *in Curia Manerij*, ſans diſant coram queux tenus. Et aſcuns foits eſt plead

In Curia Manerij, ove l'addit' de ceux parols *per parvum Breve de recto Clauſo*. Et tout ceux voyes ſont garrant per les Preſidents ſuivant. *Raſt. Tit. Auncient Demeſne*, 1 & 3. *Hearne* 351. *Vet' Intracones imprimees* 1546. *fo.* 91, 135 & 149. *Brownlow Red.* 504. *Raſt. Fals Judgment Nu.* 7. 8, 0, 14. *Raſt. Tit. Droit Cloſe*, 1. *Browne*'s *Entries* 1. *Part* 2. *Thompſon* 2. *Nu.* 13, 15. *Pymock* & *Hilder*'s Caſe, 2 *Cro.* 559. Ou en Ejectment le Defendant plead que les Terres fueront Auncient Demeſne, & pleadable per Brief de droit Cloſe. Le Plaintiff reply que les Terres fueront Copy-hold, *&c. abſque hoc*, que ils fueront impleadable per Brief de droit cloſe, & adjudge bone travers coment que fuit object que ceo fuit forſque conſequence d'Auncient Demeſne. Mes ceo que *prima facie* ſembleroit al aſcuns d'eſtre ſtrange, eſt que le Court ſerroit dit d'eſtre *tenus coram Ballivis & Sectatoribus*. Mes quant al ceo eſt d'eſtre obſerve que en touts les dits Preſidents en queux le Court eſt mention d'eſtre tenus devant Bailiffs & Suitors eſt dit, ou *coram A. B. & C. D. Ballivis & Sectatoribus*, ou *coram A.B. & C.D.* &c. *Ballivis & Sectatoribus*, *&c.* Et donques eſt d'eſtre intend, Que les Bailiffs fueront non ſolement les Bailiffs de Manor, mes auxi les Suitors de Court; car ſans Queſtion les Suitors ſont Judges del Court, come appiert en 4 *Inſt.* 269. & divers auters livers, particularment en 3 *Leon.* 63. *Abraſeal* & *Nurſe*'s Caſe; car en Brief de Falſe Judgement en Brief de droit Cloſe fuit, object pur Error cy fortment come puiſſoit eſtre, que le Brief fuit direct al Bailiffs de Sñr de Manor que ils fairont droit, *&c.* Et uncore appiert per le Record, que le Plea fuit tenus devant les Suitors & nemy devant les Bailiffs. Mes nient obſtant le Judgment fuit affirm ſur bone conſideration; come eſt diſt en le Liver. Mes ſur tout le matter (come il ſemble a moy) ſi un pleadera ou ſi ſerroit alledge en un Brief de Falſe Judgment que le Court fuit tenus devant *A. B.* & *C. D. Ballivis*, & *E. F.* & *G. H. Sectatoribus Cur' præd'*. Il ſerroit mal.

Ballivus Manerij eſt quaſi Vicedominus; nam Domini Loco omnia adminiſtrabat infra Maner' tantaque olim ejus erat celebritas ut abſente Domino Brevia aliquot regia illi tanquam Domino mandarentur. Spelman's Gloſſary 69.

Dower,

Dower.

ELizabeth que fuit uxoꝛ T. R. Ar' ꝑ T. A. Attoꝛn̄ ſuū petit verſ̄ J. F. Ar' tertiam partem octoginta meſſuagioꝝ ſeptingentar' acrar' terre treſcentar' acrar' pꝛati ſexcentar' acrar' paſture & triginta libꝛar' reddit' cum ꝑtiñ in C. B. A. C. T. U. T. F. W. ut Dotem ipſius E. ex Dotacōne pꝛedict' T. R. quondam Viri ſui &c.

Narr' per Dower en diverſe Vills.

Et p̄d J. per R. C. Attoꝛn' ſuū ven' Et quoad un' meſſuag' duodecim acr' terre & quinquaginta & quatuoꝛ acras paſture cum ꝑtin' in A. p̄dict' unū meſſuagiū nonaginta acras terre quinque acras paſture & ſolidat' reddit' cum ꝑtin' in C. p̄dict' viginti acras paſture cū ꝑtin' in T. pꝛedict' tria meſſuag' ſeptuaginta acras terre quinquagint' & ſex acr' pꝛati & ſeptuagint' acras paſture cum ꝑtin' in C. p̄dict' duo meſſuag' centum & viginti acras terre undecim acras paſture & duas ſolidat' reddit' cum pertin' in U. p̄dict' vigint' & ſex acras terre ſex acras pꝛati & ſex acras paſture cum pertin' in W. p̄dict' & unū meſſuagiū decem acras terre & quindecim acras paſture cum ꝑtin' in F. p̄dict' de ten' & reddit' pꝛed cum ꝑtin' unde &c. idem J. dic' q̇d p̄dcus T. R. quondam vir p̄fat' E. fuit de eiſdem ten̄ & reddit' cum ꝑtin' ſeiſit' in dn̄ico ſuo ut de feodo. Et ſic inde ſeiſit' exiſten' poſtea ſcilt viceſimo quarto die Martij anno regni Dnī H. nuꝑ regis Anglie octavi triceſimo ſecundo apud E. pꝛedict' in Com̄ p̄dc̄o obijt de tali ſtatu ſuo inde ſeiſit' poſt cujus quidem T. R. moꝛtem p̄dcā El. in ten' & reddit' ill' cum ꝑtin' intruſit & abatavit & in poſſeſſione & ſeiſina eoꝝdem ꝑ intruſionem & abatament' ill' continuavit & reddit' inde ꝑcepit & levavit a tempoꝛe moꝛtis p̄dict' T. R. uſq; Feſtum Scī Michis Archī quod fuit in anno regni Dnī E. nuꝑ Regis Anglie ſexti pꝛimo Et idem J. F. dic' q̇d poſt moꝛtem p̄d T. R. ſcil't tertio die Auguſti anno regni p̄dcī nuper Regis E. ſexti pꝛimo ſupꝛadict' apud C. p̄dict' quedam M. R. filia & heres p̄dcī T. R.

Barr.
Al part, que le Demandant apres le mort del Baron abate en eux, &c.

Et iſſient continue tanque *Mich.* 1. *E.* 6. Que 3. *Aug.* 1. *E.* 6. le Tenant marrie la Heire del Baron.

Que le Tenant enter al dit *Mich.* Et de ceo jour fuit priſt, &c. Al auter part, Touts temps priſt.

cepit in virum ipſum J. F. ꝑ quod idem J. F. ut in jure ejuſdem M. ad p̄dcum feſtum Sc̄i Michis anno primo ſupradict in ten' & reddit ill' intravit & adtunc & ſemper poſtea fuit & adhuc eſt parat ad reddend̄ p̄fat E. Dotem ſuam de ten' & reddit ill' cum ꝑtin' Et ill' ſibi hic in Cur' reddit.

Et quoad unum meſſuag' ſex acras tere & quinquaginta & quatuor acras paſture cum pertin in C. pred' de ten' pred' cum ꝑtin' unde &c. idem J. dic q̄d ip̄e ſemper a tempore mortis p̄d T. R. parat fuit & adhuc eſt ad reddend̄ prefat E. dotem ſuam de ten' ill cum pertin' in C. p̄dict unde &c. Et eam ſibi hic in Cur' reddit.

Al reſidue, Plea en Abatement per Nontenure.

Et quoad reſid' teñtorum & reddit predc̄oꝝ cum ꝑtin' unde &c. Idem J. dic q̄d ip̄e p̄fat E. Dotem ſuam de eiſdem teñtis & reddit cum ꝑtin' reſid' reddere non poteſt Quia dic q̄d ip̄e non eſt inde tenens ut de libo teñto nec fuit die impetrac̄onis bris originalis p̄dc̄e Elizabeth nec unquam poſtea Sed quidam R. U. T. M J. S. ſunt inde tenent ut de libo teñto nec fuit die impetrac̄onis bris originalis p̄dci Et hoc parat eſt verificare unde quoad reſid ill' petit Judicium de bri illo &c.

Repl. al primer Plea en Barr. Que el *non Abatavit*, & iſſue ſur ceo.

Et p̄dc̄a Elizabeth quoad p̄dcm primum ꝑlitum p̄d J. F. ad p̄d unum meſſuagium duodecim acras terre & quinquaginta & quatuor acras paſture cum ꝑtin' in A. p̄d unum meſſuag' nonagint acras terre quinqꝫ acras paſture & octo ſolidat reddit cum ꝑtiñ in C. p̄dict viginti acras paſture cum ꝑtin' in T. p̄d tria meſſuagia ſeptuagint acras terre quinquaginta & ſex acras prati & ſeptuaginta acras paſture cum pertin' in C. p̄dict duo meſſuagia centum & viginti acras terre undecim acras paſture & duos ſolidat reddit cum ꝑtin' in U. p̄dict viginti & ſex acras terre ſex acras prati & ſex acras paſture cum ꝑtin' in W. p̄dict & unum meſſuag' decem acras terre & quindecim acras paſture cum pertin' in F. p̄d in p̄dc̄o primo ꝑlito ſpec' de teñtis & reddit p̄d unde ipſa Dotem ſuam ſuperius pet dic̄ q̄d ipſa ꝑ aliqua p̄allegat a Dote ſua inde a tempore mortis p̄dci T. R. habend̄ p̄cludi non debet quia dic' q̄d ip̄a eadem E. poſt mortem p̄dci T. R. in teñta & reddit' ill' non intruſit & abatavit & in poſſeſſione & ſeiſina eorundem ꝑ intruſionem & abatament' ill' continuavit & reddit' inde percepit & levavit a tempore mortis p̄d T. R. uſqꝫ p̄dcm Feſtum Sc̄i Michis Archi anno primo ſupradict' ꝓut p̄d J. F. ſuperius allegavit Et hoc pet' q̄d inquiratur ꝑ patriam Et p̄d J. F. ſimiliter Et ulterius ead E. ꝓ dampnis & valore dotis ſue inde dic̄ q̄d p̄dcus T. R. obijt ſeiſit' de eiſdem teñtis & reddit' cum ꝑtin' in dñico ſuo ut de feodo q̄dqꝫ ip̄a eadem E. poſt mortem p̄d T. R. & ante diem impetrac̄onis bris originalis ipſius E. ſcilt duodecimo die Februarij anno regni Dni E. nup Regis

Pur Damages, el averre que le Bar' mor. ſeiſie.

Requeſt.

Regis Anglie ſexti tertio apud C. p̄dict' requiſivit p̄fat' J. F. ad reddend' eidem E. rationabilem Dotem ſuam p̄dcam̄ de eiſdem teñtis & reddit' cum pertin' q̄dq; p̄d J. F. rationabilem dotem ſuam p̄d' de eiſdem teñtis & reddit' eidem E. reddend' adtunc & ibm penit; recuſavit Et hoc parat' eſt ꝟificare unde pet' Judic̄ & valorē Dotis ſue inde Ac dampna occone detenconis Dotis ſue a tempore mortis p̄dci T. R. ſibi adjudicari &c.

Repl. al 2 Plea, Que el requeſt le Tenant tiel jour.

Et quoad p̄dcm̄ ſecdm̄ placitum p̄d J. F. ad predcm̄ unū meſſuagium ſex acras terre & quinquaginta & quatuor acras paſture cum pertin' in C. p̄dict' de teñtis predcis unde &c. ſuperius inde placitat' eadem E. dic' q̄d ipā p aliqua in eodem plito preallegata a Dote ſua inde a tempore mortis pred T. R. habend precludi non debet, quia dic' q̄d p̄d' T. R. quondam vir &c. obijt ſeiſit' de eiſdem teñtis cum pertin' in dñico ſuo ut de feodo q̄dq; ipā poſt mortem ejuſdem T. R. & ante diem impetraconis bris originalis ipſius E. ſcil't predco duodecimo die Februar anno tertio ſupradict' apud C. predcam̄ requiſivit prefat' J. F. ad reddend' eidem E. rationabil' Dotem ſuam de teñtis ill' cum ptin' q̄dq; pred J. F. rationabilem Dotem ill' eidem E. ad reddend adtunc & ibm penitus recuſavit Et hoc parat' eſt ꝟificare unde pet Judicm̄ & ſeiſin' ſuam de tertia parte eorund teñtor cum pertin' una cum dampnis ſuis occone detenconis ejuſdem a tempore mortis predci T. R. ſibi adjudicari &c.

Repl. al tierce Plea, que le Tenant fuit Tenant, & iſſue ſur ceo.

Et quoad pred' tercm̄ plitm̄ predci J. F. ad ten' & reddit' reſid' in caſſaconem bris predci ſuperius inde plitat' eadem E. dic' q̄d bre ſuū predcm̄ racone in eodem plito preallegat' caſſari non debet quia dic' q̄d die impetraconis bris originalis ipſius E. ſcil't ſexto die Novembr' anno regni Dne Regine nunc tertio decimo pred' J. F. fuit tenens teñtor & reddit' ill' reſid' cum pertin' ut de libo teñto prout p idem bre ſuperius ſupponitur Et hoc pet' q̄d inquiratur per priam̄ Et pred J. F. ſimiliter.

Rejoinder. Al Repl. que il ne refuſe a render Dower, Et iſſue ſur ceo.

Et predcus J. F. quoad primū plitū p̄dce E. ad p̄dcū unum meſſuag' duodecim acras terre & quinquaginta & quatuor acras paſture cum ptin in A. predict unum meſſuagium nonaginta acras terre quinque acras paſture & octo ſolidat reddit cum pertin' in C. predict viginti acras paſture cum pertin' in T. predict tria meſſuagia ſeptuagint acras terre & quinquaginta & ſex acras prati & ſeptuaginta acras paſture cum pertin in C. p̄dca duo meſſuagia centum & viginti acras terre undecim acras paſture & duas ſolidat reddit cum pertin' in W. predict viginti & ſex acras terre ſex acras prati & ſex acras paſture cum pertin' in W. & unum meſſuagium decem acras terre & quindecim acras paſture cum pertin' in F. predict p valore Dotis

tis & dampnis inde a tempore mortis p̄dci T. R. inde habend̄ ſuperius replicando pl̄itat ꝓteſtando q̄d predca E. non requiſivit ipm̄ J. F. ad reddend̄ prefat E. rationabilem Dotem ſuam de teñtis & reddit illis cum pertin' modo & forma per p̄ſat E. p̄allegat ꝑ pl̄ito dic' q̄d ipe rationabilem Dotem ill' de teñtis & reddit p̄d cum pertiñ prefat E. ad reddend̄ non recuſavit ꝓut predca E. ſuperius allegavit Et de hoc ponit ſe ſuper priam Et p̄dca E. ſimiliter.

Meſme Rejoinder al 2 Repl'. Et quoad ſecdm pl̄itum p̄dce E. ad p̄dcm unum meſſuagium ſex acras terre & quinquaginta & quatuor acras paſture cum pertin' in C. predict ſuperius replicando pl̄itat ꝓteſtando q̄d predca E. non requiſivit ipm̄ J. F. ad reddend̄ prefat E. rationabilem Dotem ſuam de teñtis ill' cum pertin' modo & forma ꝑ ipam preallegat ꝑ pl̄ito dic' q̄d ipe rationabilem Dotem ill' de eiſdem teñtis cum pertin' prefat E. ad reddend̄ non recuſavit ꝓut predca E. ſuperius allegavit Et de hoc ponit ſe ſuper priam Et predca E. ſimiliter Jō quoad triand' tam exitum iſtum quam predcos al' exitus ſuperius nunc precept eſt Vic' q̄d Venire Fac' hic in Craſtino animar̄ xij. &c. ꝑ quos &c. Et qui nec &c. ad recogn' &c. quia tam &c. ad quem diem hic ven' partes &c. Et Vic̄ non miſ̄ bre ideo ſicut prius p̄cept eſt Vic̄ q̄d Venire fac̄ hic in Octabis Scī Hillarij xij. &c. ad recogn' in forma predca &c. Mich̄ xiiij & xv. E. Regine Rot. 2906.

Ex Manuſcriptis Juſtic' *Warburton*.

Anne Bates jades le feme de *Ralph Bates* v. *Thomas Bates.*

Trin. 8 Will. 3. Regis. Rot. 1453.

Dower unde nihil habet, de terrs en diverſe Vills & Pariſhes.

Northumbr. ſſ. ANna Bates vid que fuit uxor Radi Bates Armig' ꝑ Edwardum Hanſley Attorn' ſuu petit vſus Thomam Bates genoſu' t̃ciam partem viginti meſuagioꝝ duoꝝ Gardinoꝝ octingent̃ acraꝝ terre octingent̃ acrarum prati mille acraꝝ paſture & mille acraꝝ more cum ꝑtin in Hertford Eaſt-harford Hallywell Milburne & Paroch de Woodhorne Earsden & Pont Iſland ut dotem ſuam ex dotac̄one p̄dci Radi quondam viri ſui unde nichil h̃et &c.

Le Tenant per Guardian pleade, Ne unques ſeiſie que Dower, &c. Et iſſue ſur ceo.

Et predcus̃ Thomas per Robtum Bewick Ar̃ qui admiſſus eſt per Cur̃ Regis hic ad ꝓſequend̃ ꝓ eodem Thoma qui infra etatem exiſtit ut Guardianus ipſius Thome ven & dic' quod p̄dca Anna dotem ſuam de tent̃is p̄dict̃ cum ꝑtin ex dotac̄one p̄dci Radi quondam viri ſui here non debet quia dicit qd̃ predcus̃ Radus̃ quondam vir &c. nec die quo ipe prefat̃ Annam deſponſavit nec unquam poſtea fuit ſeit̃ de tenis predcis̃ cum ꝑtin' unde &c. de t'li ſtatu ita quod eandem Annam inde dotaſſe potuit Et de hoc pon ſe ſuper priam Et predca Anna ſimilit' Jō prec' eſt vic' quod venire fac' hic a die ſce Trinitatis in tres Septimanas 12 &c. per quos &c. Et qui nec &c. Ad recogn &c. Quia tam &c. Ad quem diem Jura int̃ partes p̄d de p̄d placito pōit̃ inde int̃ eas in reſpectu hicuſque ad hunc diem ſcilt a die ſci Michis in tres Septimanas tunc prox' ſequen niſi Juſtic' Dni Regis ad aſſias' in Com p̄d capiend̃ aſſign per formam Statuti &c. die Sabti octavo die Auguſti prox' p̄terit' apud caſtru novi caſtri ſuper Tinam in Com p̄d prius ven' Et modo hic ad hunc diem ven' tam predicta Anna per Attorn' ſuu pred' quam predictus Thomas per Guardianu ſuu pred' Et prefat' Juſtic' ad aſſias' coram &c. mis' hic Recordu ſuu in hec verba Poſtea die & loco infra content̃ coram Edwardo Ward Mil' capital' Baron' Scaccarij Dni Regis & Johanne Turton Mil' un Juſtic' Dni Regis ad placita coram ipſo Rege tenend' aſſign' Juſtic' ipſius Dni Regis ad aſſias' in Com Northumbr̃ capiend' aſſign' performam Statuti &c. ven' tam infra nominat' Anna Bates per Attorn' ſuu infra content' quam infraſcript' Thomas Bates per Guardianu

Venire fa. agard.

Le Poſtea.

and ſuu infraſcript Et Juratores Jure unde infra ſit menc̃o exact' Quidam eorum videlt Francus' Huntridge Lionel Windſhip Johes Hall Gerard Browel Johes Alder Rogerus Snawden Chriſtopher' Milburne & Thomas Armorer ven' & in Juram predcam Jurat exiſtunt Et quia reſid' Jur' ejuſdem Jur non comperuer' Jō al' de circumſtantibus per vic Com pd ad hoc elcd ad requiſicon pred' Anne Bates ac' per mandat Juſtic pred' de novo apponunt quorum nomina panello infraſcript affilant ſecundum formam Statuti in humod caſu edit & provis' Qui quidem Jur' ſic de novo appōit videlt Cuthbertus Heron Johannes Wade Thomas Reanly & Georgius Harle exact ſitt ven qui ad veritat de infracontent' ſimulcum al Jur pd' prius impannellat & Jur' dicend' elcd triat & Jur' quoad quindecim Meſuagia duo Gardina ſexcentas acr' tre ſexcentas acr prati octingent acr' paſtur' & octingent acr' more cu pertin in Hartford Eaſt-hartford Hallywell & Paroch de Woodhorne & Garsdon infraſcript de tenementis infraſpecificat parcell' dicunt ſup ſacru ſuu qd' diu ante deſponſalia int pdcum Ricum Bates & predcam' Annam celebrat Quidm Radus' Bates Ar pater ipſius Radi Bates quondam viri ſui &c. ſeiſit fuit de & in pred' parcell' tenentor predictor cum pertin in dominico ſuo ut de feodo ipōque Rado' Bates patre ſic inde ſeit exiſten' ipſe predcus Radus Bates pater viceſimo tercio die Maij anno regni Dni Caroli ſecundi nuper Regis Angl' &c. viceſimo nono per quandam Indenturam int ipſum Radum Bates patrem & infranominat Radum Bates filiu predci Radi patris per nomina Radulphi Bates de Hallywell in Com Northumbr' Armig' & Radulphi Bates filij & heredis apparen' pred' Radulphi Bates ex una parte & Robertum Bewicke Ar & Thomam Bewicke Gen per nomina Roberti Bewicke de Cloſe-houſe in Com Northumbr' Armig' ac Thome Bewicke de villa & Com novi caſtri ſuper Tinam Gen ex altera parte fact ſigillis pdci Radulphi Bates patris & Radulphi Bates filij ſigillat' Jur pred' in evidenc' oſtens cujus dat' eſt die & anno ult ſupradictis pro & in conſideracone quinque ſolidorum legalis monete Angl' prefat Radulpho Bates patri & Radō Bates filio p predcm Robtum Bewicke & Thomam Bewicke ſolut Bargainizavit & vendidit pfat Roberto Bewicke & Thome Bewicke & Aſſign' ſuis pred' parcell' Tenementorum predictorum cum pertin' int al' Et predcus Radulphus Bates filius per eandem Indenturam pred' barganiam & vendiconem confirmavit hend' & tenend' pred' parcell' Tenementor predcorum cum pertin' prefat Roberto Bewicke & Thome Bewicke & aſſign' ſuis a die prox' ante dat Indentur' predict pro & duran

Special Verdit quoad parcell des trs'. Que *Ralph Bates* le pere del Baron, &c. fuit ſeiſie en fee. Et que il per Indent' 23 *May* 29 *Car.* 2. fait enter luy & le Baron, &c. d'un part, & *R. B.* & *T. B.* d'aut' part, Bargain & vende eux, & le Baron, &c. confirme eux al dit *R. B.* & *T. B.* Habend' pur un an.

ran' t'mino unius Anni tunc prox' ſequen' virtute cujus Barganie & vendic̃onis ac vigore Statuti in Parliamento Dni Henrici nuper Regis Angl' octavi anno regni ſui viceſimo ſeptimo tent' edit' & proviſ̃ de uſibus in poſſeſſionem transferend̃ predci Robertus Bewicke & Thomas Bewicke fuer' poſſeſſionat' de pred' parcell' Tenementoȝ predictoȝ cum pertin' Et ſic inde poſſeſſionat' exiſten' Et predcõ Radulpho Bates de reverc̃one inde in dominico ſuo ut de feodo ſẽit' exiſten' ipſe predictus Radulphus Bates pater poſtea ſcilt viceſimo quarto die Maij anno regni dci nuper Regis Caroli ſecundi viceſimo nono ſupdico' p quandam aliam Indentur' int' ipoſ̃ Radm Bates patrem & Radm Bates filiu ex una parte Et predcoſ̃ Robertu Bewicke & Thomam Bewicke ex altera parte fcam & ſigillis predict' Radi & Radi ſigillat' Jur' in evidenciis oſtenſ̃ cujus dat' eſt die & Anno ult' ſupradciſ̃ pro & in Conſideraconibus in eadem Indentura menconat' conceſſit & relaxavit prefat' Roberto Bewicke & Thome Bewicke & heredibus ſuis pred' parcell' Tenementoȝ predictoȝ cu pertin int' al' & reverc̃onem eorundem Et predcuſ̃ Radulphus Bates filius pred' conceſſionem & relaxac̃onem confirmavit Hend' & tenend' prefat' Roberto Bewicke & Thome Bewicke & heredibus ſuis ad uſus intenc̃ones & propoſita & ſub proviſionib⁹ & limitac̃onibus in eadem Indentura ult' ſupradca de & concernen eadem parcell' Tenementoȝ predictoȝ cu pertin limitat' declarat' & expreſſ' cujus quidem Indenture tenor ſequit' in hec verb. This Indenture made the twenty fourth Day of *May*, in the nine and twentieth Year of the Reign of our Sovereign Lord *Charles* the Second, by the Grace of God of *England*, *Scotland*, *France* and *Ireland*, King Defender of the Faith, *&c.* Between *Ralph Bates* of *Hallywell* in the County of *Northumberland* Eſq; and *Ralph Bates* Son and Heir apparent of the ſaid *Ralph Bates* of the one part, and *Robert Bewicke* of *Cloſe-houſe* in the County of *Northumberland* Eſq; and *Thomas Bewicke* of the Town and County of *Newcaſtle* upon *Tine* Gent. of the other part, Witneſſeth, That the ſaid *Ralph Bates* the Father, and *Ralph Bates* the Son, for and in Conſideration of the Sum of Five Shillings of good and lawful Money of *England* to them in Hand, paid by the ſaid *Robert Bewicke* and *Thomas Bewicke* before the Sealing and Delivery hereof the Receipt whereof they do hereby acknowledge, and for and in Conſideration of a Marriage by God's permiſſion to be ſhortly had and ſolemnized by and between the ſaid *Ralph Bates* the Son, and *Margaret Bewicke*, Daughter of *Thomas Bewicke* of *Cloſe-houſe* aforeſaid Eſq; and in Conſideration of a Marriage-Portion to be paid by the ſaid *Thomas Bewicke* the Father, and for providing a com-

Que per auter Indent' portant dat' le proch. jour apres, le pere Releaſe le reverſion, &c. al dit *R.B.*& *T.B.* & lour Heirs, & le fits confirme ceo, Quel Releaſe fuit a certain Uſes expreſs en l'indent'.

Le Indenture de Releaſe *in hæc verba*.

Que eſt en conſid. de Marriage d'eſtre ewe ent' *R.* le fits & *M. B.*

competent Jointure and Maintenance for the ſaid *Margaret* in caſe ſhe ſhall ſurvive the ſaid *Ralph Bates* her intended Huſband, and for ſettling the Lands, Tenements and Hereditaments hereafter mentioned, have given, granted, bargained and ſold, releaſed and confirmed, and by theſe Preſents do for them and their Heirs, give, grant bargain and ſell, releaſe and confirm unto the ſaid *Robert Bewicke* and *Thomas Bewicke* their Heirs and Aſſigns, all and every the Manors, Lordſhips, Demeſnes, Towns, Townſhips, Capital Meſuages, Farm-hold, Lands, Tenements and Hereditaments of *Hallywell*, *Milburne* and *Eaſt-hartford* with their and every of their Rights. Members and Appurtenances ſituate, lying and being in the ſaid County of *Northumberland*; together with all Meſuages, Houſes, Edifices, Buildings, Barns, Byars, Stables, Gardens, Orchards, Mills, Waters, Watercourſes, Lands, Meadows, Paſture, Commons, Common of Paſture, Moors, Waſtes, Waſte-Grounds, Mines, Quarries, Woods, Underwoods, Fiſhings, Warrens, Rents, Services, Royalties, Priviledges, Emoluments, Profits, Commodities, Advantages and Appurtenances whatſoever to the ſaid Manors, Lordſhips, Demeſnes, Towns, Townſhips, Capital Meſuages, Farm-holds, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof belonging, or in any wiſe appurtaining, or now, or at any time heretofore commonly uſed occupied or enjoyed, reputed, taken or known, as Part, Parcel or Member thereof, or any Part or Parcel thereof, And alſo all other the Meſuages, Lands, Tenements and Hereditaments whatſoever, of them the ſaid *Ralph Bates* the Father, and *Ralph Bates* the Son, or either of them lying, or being within the ſaid County of *Northumberland*, and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Premiſſes, To have and to hold all and every the ſaid Manors, Lordſhips, Demeſnes, Towns, Townſhips and Capital Meſuages, Farm-holds, Lands, Tenements Hereditaments, and Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances to the ſaid *Robert Bewicke* and *Thomas Bewicke* and their Heirs to the Uſes Intents and Purpoſes, and under the Proviſoes and Limitations hereafter mentioned (that is to ſay) As for and concerning the ſaid Manor, Lordſhip, Town, Townſhip, Farm-holds, Lands, Tenements and Hereditaments of *Milburne* aforeſaid, to the Uſe and Behoof of the ſaid *Ralph Bates* the Son, for and during the time of his natural Life without Impeachment of or for any manner of Waſte, and from and after the Death of the ſaid *Ralph Bates* the Son, then to the Uſe and Behoof of the ſaid *Margaret Bewicke* his intended Wife, for and in lieu of her Jointure, and in full Satisfaction of all her Right and
Title

Les Uſes. Quant al part, que n'eſt ore en queſtion al uſe de *R.* le fits pur vie. Remainder al dit *M. B.* pur ſa Jointure, &c.

Title of Dower to all and every the Lands and Tenements whereof the ſaid *Ralph Bates* ſhall be ſeized during the Coverture between them, and after the Death of the ſaid *Margaret Bewicke* to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Ralph Bates*, the Son upon the Body of the ſaid *Margaret Bewicke* his intended Wife lawfully to be begotten, and to the Heirs Males of the Body of ſuch firſt Son lawfully to be begotten, and in default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Ralph Bates* upon the Body of the ſaid *Margaret* lawfully to be begotten, and to the Heirs Males of the Body of ſuch ſecond Son lawfully to be begotten, And in default of ſuch Iſſue, then to the Uſe and Behoof of the third Son of the Body of the ſaid *Ralph Bates* upon the Body of the ſaid *Margaret Bewicke* lawfully to be begotten, and to the Heirs-males of the Body of ſuch third Son lawfully to be begotten, And in Default of ſuch Iſſue, then to the Uſe and Behoof of the fourth Son of the Body of the ſaid *Ralph Bates* upon the Body of the ſaid *Margaret* lawfully to be begotten, and to the Heirs-males of the Body of ſuch fourth Son lawfully to be begotten, And in Default of ſuch Iſſue, then to the Uſe and Behoof of the fifth Son of the Body of the ſaid *Ralph Bates* upon the Body of the ſaid *Margaret* lawfully to be begotten, and to the Heirs-males of the Body of ſuch fifth Son lawfully to be begotten, And in Default of ſuch Iſſue, then to the Uſe and Behoof of the ſixth Son of the Body of the ſaid *Ralph Bates* upon the Body of the ſaid *Margaret* lawfully to be begotten, and to the Heirs-males of the Body of ſuch ſixth Son lawfully to be begotten, And in Default of ſuch Iſſue, then to the Uſe and Behoof of the ſeventh, eighth, ninth, tenth, eleventh and twelfth Son, and all and every the other Son and Sons of the Body of ſaid *Ralph Bates* the Son upon the Body of the ſaid *Margaret* lawfully to be begotten, ſeverally and reſpectively, and to the Heirs-males of the Body of every ſuch ſeventh, eighth, ninth, tenth, eleventh, twelfth, and every other Son or Sons of the Body of the ſaid *Ralph Bates* upon the Body of the ſaid *Margaret* lawfully to be begotten, ſeverally and reſpectively, the Elder and the Heirs-males of his Body always to be preferred before the Younger and the Heirs-males of his Body according to their ſeveral Priority of Birth, and Seniority of Age reſpectively, And in Default of ſuch Iſſue, then to the Uſe and Behoof of the Heirs-males of the Body of the ſaid *Ralph Bates* the Son, And in Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Ralph Bates* the Father, and the Heirs-males of his Body lawfully begotten, or to be begotten, And in Default of ſuch Iſſue, then to the Uſe and Behoof of the right Heirs of the ſaid *Ralph Bates* the

Remainder al primer Fits, &c. en Taile Male, ove auter Remainders al les auters Fits, &c.

Remainder al les Heires Males de Corps de *R.* le Fits, Remainder en Taile Male al Pere, Remainder al droit Heires de Fits.

Quant al auters terrs en Hallywell & Eaſthartford.

Al uſe & intent que *R.* le Pere & *M.* ſon Feme averont un annual Rent de 120 l. per

An. &c. pur lour vies &c. Jours de payment.

Proviſo que ſi Rent ſerroit arr' per 20 Jours, &c. de enter & diſtraine.

Et al ouſter uſe & intent que *M. Bates* auter fits &c. averoit un annual Rent de 300l. &c.

the Son for evet ; And as for and concerning the Manors, Lordſhips, Town, Townſhips, Lands, Tenements and Hereditaments of *Hallywell* and *Eaſt-hartford* aforeſaid to the Uſe, Intent and Purpoſe, that it ſhall and may be lawful to and for the ſaid *Ralph Bates* the Father, and *Margaret* his Wife during their two natural Lives, and the Life of the longer Liver of them to have, take, perceive and receive out of the ſame the yearly Sum or Rent of one hundred and twenty Pounds of lawful Money of *England*, at four Days or Times in the Year, that is to ſay, The Feaſt of St. *Philip* and *Jacob*, commonly called *May-day*, the firſt Day of *Auguſt*, commonly called *Lammas-day*, the Feaſt of St. *Martin* the Biſhop in Winter, commonly called *Martinmas-day*, and the ſecond Day of *February*, commonly called *Candlemas-day*, by even and equal Portions; the firſt Payment thereof to begin at or upon the Feaſt of St. *Philip* and *Jacob*, commonly called *May-day*, next enſuing the Date hereof, and if it ſhall happen that the ſaid yearly Rent or Sum of one hundred and twenty Pounds, or any Part or Parcel thereof ſhall be behind in Arrear, or unpaid by the ſpace of twenty Days next after any of the ſaid Feaſts or Times whereon the ſame ought to be paid as aforeſaid, That then it ſhall and may be lawful to and for the ſaid *Ralph Bates* rhe Father, and *Margaret* his Wife, and the longer Liver of them into the ſaid Manors, Lordſhips, Towns, Townſhips, Lands, Tenements and Hereditaments of *Hallywell* and *Eaſt-hartford*, and every or any part or parcel of them or either of them to enter and diſtrain, and the Diſtreſs and Diſtreſſes there found to take, lead, drive and carry away, and the ſame to hold, detain and impound until the ſaid Rent and the Arrearages thereof ſhall be fully paid and ſatisfied : And to the further Uſe, Intent and Purpoſe that it ſhall and may be lawful to and for *Mark Bates* ſecond Son of the ſaid *Ralph Bates* the Father during his natural Life, to have, hold, perceive and receive out of the ſaid Manors, Lordſhips, Towns, Townſhips, Lands, Tenements and Hereditaments of *Eaſt-hartford* the yearly Rent or Sum of thirty Pounds of good and lawful Money of *England* at the Days and Times in the Year (that is to ſay) the firſt Day of *Auguſt*, commonly called *Lammas-day*, and the ſecond Day of *February*, commonly called *Candlemas-day*, by even and equal Portions, the firſt Payment thereof to begin at or upon the firſt Day of *Auguſt* next enſuing the Date hereof, And if it ſhall happen that the ſaid yearly Rent or Sum of thirty Pounds or any part or parcel thereof ſhall be behind in Arrear or unpaid by the ſpace of twenty Days next after any of the ſaid Feaſts or Times whereon the ſame ought to be paid as aforeſaid, That then it ſhall and may be lawful to and for the ſaid *Mark*

Bates into the ſaid Manor, Lordſhip, Town, Townſhip, Lands, Tenements and Hereditaments of *Eaſt-hartford*, and every or any Part or Parcel thereof to enter and diſtrain, and the Diſtreſs or Diſtreſſes there found to take, lead, drive and carry away, and the ſame to hold, detain and impound until the ſaid Rent of thirty Pounds, and the Arrearages thereof be fully paid and ſatisfied. And further, as for and concerning the ſaid Manor, Lordſhip, Town, Townſhip, Lands, Tenements and Hereditaments of *Hallywell* and *Eaſt-hartford* ſo charged as aforeſaid, the ſame ſhall go and to be the Uſe and Behoof of the ſaid *Ralph Bates* the Son for and during the time of his natural Life without Impeachment of or for any manner of Waſte, and after his Deceaſe to the Uſe and Behoof of the ſaid *Robert Bewicke* and *Thomas Bewicke* Parties to theſe Preſents their Executors and Adminiſtrators for and during the time and times of Ninety and Nine Years from thenceforth next enſuing, fully to be compleat ended and run. Nevertheleſs upon the Truſt, and ſubject to the Intents and Purpoſes hereafter in or by theſe Preſents mentioned and declared, and from and after the Expiration or other Determination of the ſaid Time of ninety and nine Years, then to the Uſe and Behoof of the Heirs-males of the Body of the ſaid *Ralph Bates* the Son lawfully to be begotten. And in default of ſuch Iſſue then to the Uſe and Behoof of the ſaid *Ralph Bates* the Father, and the Heirs-males of his Body lawfully begotten. And in Default thereof to the Uſe of the right Heirs of the ſaid *Ralph Bates* the Son for ever. And it is by theſe Preſents provided and declared that the ſaid Term for ninety and nine Years unto the ſaid *Robert Bewicke* and *Thomas Bewicke* ſhall be and is hereby declared to be upon this Truſt and Confidence, and to the Intent and Purpoſe, that in caſe the ſaid *Ralph Bates* the Son ſhall die without Iſſue-male of his Body lawfully begotten upon the Body of the ſaid *Margaret Bewicke* his intended Wife, leaving one or more Daughter or Daughters between him and the ſaid *Margaret*, or in caſe the ſaid Iſſue-male of the ſaid *Ralph* and *Margaret* ſhall fail in the Life-time of ſuch Daughter or Daughters, that then the ſaid *Robert Bewicke* and *Thomas Bewicke* their Executors, Adminiſtrators or Aſſigns, or ſome of them ſhall levey and raiſe out of the clear Rents, Iſſues and Profits of the ſaid Manors, Lordſhips, Towns, Townſhips, Lands, Tenements and Hereditaments of *Hallywell* and *Eaſt-hartford* aforeſaid the full and juſt Sum of fifteen hundred Pounds of good and lawful Money of *England*, to be paid unto ſuch Daughter or Daughters, and if more than one equally to be divided amongſt them, and alſo ſhall levy, raiſe and provide out of the ſaid clear Rents, Iſſues and Profits thereof convenient and ſufficient Maintenance

Et ouſter quant al ceux dar rien Tenements (Et ſur queux le Queſtion de Caſe ſurge) al uſe de *R.* le Fits pur vie.

Le Rem' al dits *R. B.* & *T. B.* pur 99 Ans.

Remainder al Heires Males de Corps de *R.* le Fits.

Remainder a ſes droit Heires.

Le Truſt de dit Term pur 99 ans a levyer portions pur Files en default d'Iſſue Male, &c. & auxi maintenance pur eux.

Le Term de 99 Ans a-pres le Por- ſe. nts &

tenance for ſuch Daughter or Daughters according to their Degree and Quality untill the whole Sum of fifteen hundred Pounds ſhall be fully raiſed and levied, and if any of the ſaid Daughter or Daughters ſhall die before ſhe ſhall attain the full Age of one and twenty Years, or be Married, that then the Part or Portion of each Daughter or Daughters ſo dying ſhall fall and be paid to the ſurviving Daughter or Daughters, And after the ſaid Sum of fifteen hundred Pounds ſo raiſed and paid as aforeſaid, then the ſaid Term of ninety nine Years ſhall ceaſe and determine, and the ſaid *Ralph Bates* the Father, and *Ralph Bates* the Son do for themſelves their Heirs, Executors and Adminiſtrators and every of them Covenant, Grant and Agree to and with the ſaid *Robert Bewicke* and *Thomas Bewicke* their Executors, Adminiſtrators and Aſſigns and every of them, that all and every the ſaid Manors, Lordſhips, Towns, Townſhips, Lands, Tenements and Hereditaments above-mentioned ſhall remain, continue and be to the Uſes, Intents and Purpoſes above-mentioned, and that the ſaid Manor, Lordſhip, Town, Townſhip, Lands, Tenements and Hereditaments of *Milburne* limitted in Jointure to the ſaid *Margaret Bewicke*, intended Wife of the ſaid *Ralph Bates* the Son as aforeſaid, and every Part and Parcel thereof ſhall remain, continue and be clear and free of or from all Titles, Charges and Incumbrances whatſoever during the natural Life of the ſaid *Margaret Bewicke* and the ſaid *Ralph Bates* the Father, and *Ralph Bates* the Son do for themſelves their Heirs, Executors, Adminiſtrators and Aſſigns ſeverally Covenant, Grant and Agree to and with the ſaid *Robert Bewicke* and *Thomas Bewicke* their Executors, Adminiſtrators and Aſſigns, that the ſaid *Balph Bates* the Father, and *Ralph Bates* the Son, or the one of them now are or is at the time of Sealing and Delivery of theſe Preſents lawfully and rightfully ſeized in their or the one of their Demeſne as of Fee of and in the ſaid Manors, Lordſhips, Towns, Townſhips, Lands, Tenements, Hereditaments and Premiſſes of and in a good and abſolute Eſtate in the Law in Fee ſimple. And that they the ſaid *Ralph Bates* the Father, and *Ralph Bates* the Son, or the one of them now have or hath good Power and Authority in the Law to grant the Premiſſes above-mentioned to the Uſes, Intents and Purpoſes aforeſaid. And that the ſame are or ſhall be freed, or otherwiſe well and ſufficiently ſaved Harmleſs and Indempnified of and from all and all manner of Charges and Incumbrances whatſoever committed, done or ſuffered by the ſaid *Ralph Bates* the Father, and *Ralph Bates* the Son, or either of them, And that they the ſaid *Ralph Bates* the Father, and *Margaret* his Wife, and *Ralph Bates* the Son, and every other Perſon or Perſons lawfully claiming or to claim by, from, or under them, or either, or any of them ſhall and will from time to time, and at all times hereafter within the ſpace of ſeven Years next enſuing upon the reaſonable Requeſt of the ſaid *Robert Bewicke* and *Thomas Bewicke* their Executors, Adminiſtrators or Aſſigns, and at the proper Coſts and Charges of the ſaid *Ralph Bates* the Father, and *Ralph Bates* the Son, make, do, acknowledge, levy, ſuffer, perfect, finiſh and execute, or cauſe to be made, done, acknowledged, levied, ſuffered, prefected, finiſhed and executed all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyance or Conveyances, Aſſurance or Aſſurances in the Law whatſoever for the further, better and more perfect granting, conveying, aſſuring and ſecuring of the ſaid Manors, Lordſhips, Towns, Townſhips, Lands, Tenements, Hereditaments and Premiſſes, and every Part and Parcel thereof to the Uſes, Intents and Purpoſes aforeſaid, be it by Deed or Deeds, Fine or Fines with Proclamations, or without Recovery or Recoveries with ſingle or double Voucher or Vouchers, or by all or any of the ſaid Ways or Means, or by any other Ways or Means whatſoever, as by the ſaid *Ralph Bewicke* and *Thomas Bewicke* their Heirs or Aſſigns or any of them, or their or any of their Councel learned in the Law, ſhall or may be reaſonably deviſed, adviſed or required. In Witneſs whereof, the ſaid Parties to theſe preſent Indentures interchangably have ſet their Hands and Seals the Day and Year firſt above-written, *Annoq; Dom. Milleſimo ſexcenteſimo ſeptuageſimo ſeptimo.* Dicunt ulterius eciam iidem Jur' ſuper ſacrū ſuū pred' quod pred' maneria Tenementa & Hereditamenta de Halliwell & Eaſt-hartford in pred' Indentura ult' menconat' ſpecificat' jacent & exiſtunt in Hertford Eaſt-hartford Hallywell & Paroch de Woodhorne & Earsdom interius menconat' & ſunt pred' parcel' Tenementor' predictor' cum pertiū infraſpec' quodque poſt confeccōnem Indenturar' predictor' ſcilt viceſimo nono die Junij anno viceſimo nono ſupradicto deſponſalia int' pred' Radulphum Bates filiū & p̄ſat' Margaretam Bewicke celebrat' fuer' quodque pred' Radulphus Bates filius virtute conceſſionis pred' ac Vigore Statuti pred' fuit ſeit' de pred' parcel' Tenementorum predictorum cum pertiū prout lex poſtulat iidemque Radulphus Bates filius & Margareta poſt deſponſalia int' eos ſic ut prefertur celebrat' huer' exit' de corporibus ſuis ligittime procreat' predictum Thomam Bates modo teneū filiū ſuū primogenitū & quendam Bates ſecundum filiū ſuū Et null' al' exit' huer' de corporibus ſuis procreat' & poſtea pred' Margareta p̄ſat' Radulpho Bates filio ut p̄fert' deſponſat' & p̄d Bates & p̄d Radus̄ Bates pater & Margareta ux' ejus obier'

Que le Marriage priſt effect.

Que *R.* le fits & Marg. ont iſſue le Tenant.

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Que *R.* le Fits ſurvive ſon Pere & Mere, & auxi ſon dit Feme *M.* Et donques marry le Demandant.

Que il moruſt ſeiſie *prout lex poſtulat.*

Quant al Reſidue ils trove que le Baron ne unques fuit ſeiſie.

Le Doubt del Jury, lequel le Baron fuit iſſint ſeiſie que Dower, &c.

obier' & pred' Raduſ Bates filius eandem Margaretam ux' ejus & pred' Radm Bates patrem & Margaretam ux' ejus ſupervixit Et pred' Raduſ Bates filius de pred' parcell' tenementorum predcõrm cum pertin' ut prefertur ſeiſit exiſten' poſtea duxit in uxorem ſuam pred' Annam modo peten' Et inſuper ijdem Juratores ſuper ſacrm ſuum predcm dicunt qd pred' Raduſ Bates quondam vir &c. die quo ipe pred' Annam deſponſavit & poſtea fuit ſeiſit de pred' parcell' teñtorm predcor cum ptin' virtute Indenture predce ac vigore dci Statuti de uſibus in poſſeſſionem transferend' put lex poſtulat ſecdm formam & effecm Indentur' pred' Et ſic inde ſeiſit exiſten' de tali ſtatu ſuo inde poſtea obijt ſeiſit Et quoad reſid' teñtor infraſcript cum ptin' ijdem Jur' ſuper ſacrm ſuum predcm dicunt qd infranominat' Raduſ Bates quondam vir &c. nec die quo ipe prefat' Annam deſponſavit nec unquam poſtea fuit ſeiſit de pred' reſid' teñtor predcor cum pertin' de tali ſtatu ſuo Ita qd eandem Annam modo peten' inde dotaſſe potuit put predcuſ Thomas Bates inde interius ptitando allegavit Sed utrum ſuper totam materiam predcam p Jur' pred' ſuperius compert' die quo pred' Raduſ Bates quondam vir &c. prefat' Annam modo peten' deſponſavit ſeu ad aliquod tempus poſtea ſeiſit fuit de pred' quindecim meſſuagijs duob' gardinis ſexcentis acr' terre ſexcentis acr' prati octingent acr' paſtur' & octingent acr' more cum pertin' in Hertford Eaſtherford Hally-well & parochijs de Woodhorne & Earsdon pred' unde &c. de tali ſtatu ſuo ita qd' eandem Annam inde dotaſſe potuit necne ijdem Jur' penitus ignorant Et inde pet' adviſamentum Cur' hic Et ſi ſuper tota materia predca in forma predca compt' videbit' Cur' hic qd' pred' Radus' quondam vir &c. die quo ipe prefat' Annam modo peten' deſponſavit & poſtea ſeiſit' fuit de eiſdem quindecim meſſuagijs duobus gardinis ſexcentis acris terre ſexcentis acr' prati octingent' acr' paſture & octingent' acr' more cum ptin' unde &c. de tali ſtatu ſuo Ita qd' eandem Annam inde dotaſſe potuit tunc Jur' pred' dic' ſup ſacrm ſuum qd' pred' Radus' quondam vir prefat' Anne modo peten' die quo ipe eandem Annam diſponſavit & poſtea ſeiſit' fuit de eiſdem quindecim meſſuagijs duob' gardinis ſexcent' acr' terre ſexcent' acr' prati octingent' acris paſture & octingent' acris more cum ptin' unde &c. de tali ſtatu ſuo Ita qd eandem Annam inde dotaſſe potuit Et qd pred' Raduſ quondam vir &c. de pred' quindecim meſſuagijs duobus gardinis ſexcent' acr' terre ſexcent' acr' prati octingent' acr' paſture & octingent' acr' more cum ptin' unde &c. de tali ſtatu ſuo ſeiſit exiſten' viceſimo ſeptimo die Julij anno regni Dni Regis nunc ſeptimo obijt ſic inde ſeiſit qdq eadem

Que le Baron moruſt ſeiſie 27 Jul. 7 W. 3.

quindecim meſſuagia duo gardina ſexcent acr' terre ſexcent acr' prati octingent acr' paſture & octingent acr' more cum ptin unde &c. valent p annu in omnibus exitibus ultra repriſas ducent & ſeptuagint libr' Et aſſid dampna ipſius Anne modo peten occone detencionis Dotis ſue inde ultra valorem pred ac ultra miſ & cuſtag' ſua p ipam circa ſectam ſuam in hac parte appoſit ad duos denar' Et p miſ & cuſtag' ill' ad quadragint ſolid' Et ſi ſuper tota iſta materia pred in forma pred' compert videbit Cur' hic qd pred Radus quondam vir &c. nec die quo ipe pfat Annam modo peten deſponſavit nec unquam poſtea fuit ſeiſit de pd quindecim meſſuagiis duobus gardinis ſexcent acr' terre ſexcent acr prati octingent acr paſture & octingent acr more cum ptin unde &c. de tali ſtatu ſuo ita qd eandem Annam inde dotaſſe potuit tunc iidem Jur' dic' ſuper ſacrm ſuu qd pd Radus quondam vir &c. nec die quo ipe prefat Annam modo peten deſponſavit nec unquam poſtea fuit ſeiſit de pred quindecim meſſuagijs duobus gardinis ſexcent acr terre ſexcent acr prati octingent acr paſture & octingent acr' more cum ptin unde &c. de tali ſtatu ſuo ita qd' eandem Annam inde dotaſſe potuit Et quia Juſtic' hic ſe adviſare volunt de & ſuper pmiſſis priuſquam Judicm inde reddant dies dat eſt partib9 pd' hicuſq; in Octab Sci Hillarij de audiendo inde Judicio ſuo Eo qd' iidem Juſtic' hic inde nondum &c.

Le Value des Terrs en queſtion, 270 l.

Damages & Coſts aſſeſs.

CEſt Caſe fuit argue al primes en le Term de St. *Mich.* 9 *W.* 3. 1697. per *Wright* Serjeant le Roy de part del Demandant, & per *Birch* Accounſel ove le Tenant. Et le ſole Point que fuit fait en le Caſe fuit, ſi le Baron del Demandant fuit iſſint ſeiſie que le Demandant fuit dowable. Et quant al ceo le Caſe n'eſt forſq; tiel. Terrs ſont limit al uſe de *A.* pur vie, remainder al *B.* & *C.* pur Anns, remainder al Heires Males del Corps de *A.* Et pur le Demandant fuit diſt, Que le intervenant Eſtate pur anns ne fuit aſcun Impediment al Execution de l'Eſtate Taile, & coment que l'Eſtate pur vie & ceo inheritance ne fuer' iſſint conſolidate que le term pur anns ſerroit merge ou deſtroy, uncore l'Eſtate Taile fuit veſt en le Baron, & que un Terme pur anns ne fuit aſcun Impediment al Dower, fuit dit que un Feme ſerra Endow de le tierce part d'un Reverſion expectant ſur un terme d'anns, Et de le tierce part del Rent reſerve ſur ceo. *Rolls Tit. Dower,* 678. *Nu.* 7. Si deux Jointenants en Fee ſont, & l'un fait un Leaſe pur anns, ceo n'eſt aſcun ſeverans de le Jointure. Et fuit dit que ceo Caſe ne fuit ſemble al *Stephens* & *Britridge*'s Caſe, 1 *Sid.* 83. car la fuit entervenant Eſtate pur vie. Et ſi le Baron

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en ceo Caſe ad fait Feoffment en Fee, ceo ad eſtre un diſcontinuance de l'Eſtate Taile. Mes pur un Authority en point *Perkins Sect*. 336. fuit cite, lou eſt dit en meſme ceſtuy Caſe, que le Feme eſt dowable; car le meſne remainder pur anns ne ſerra Impediment, mes que le Franktenement fuit ſufficientment rejoine en le Baron *ſimul & ſemel*.

Del auter part fuit argue, Que le Franktenement & le Inheritance doint eſtre en le Baron *ſimul & ſemel*; ou auterment le Feme ne ſerra endow, & pur ceo *Perkins Sect*. 337. fuit cite. Mes en le Caſe en Queſtion fuit forſque Tenant pur Vie, & il ne puiſſoit aver fait un Leaſe come Tenant en Taile accordant al le Stat. car ſil ad reſerve un Rent ceo ne vaera al l'Iſſue en Taile per reaſon de le intervenant Eſtate. Et pur ceo 50 *E*. 3. 4. *Nu*. 9. fuit cite, & le Caſe de ***Duncomb*** & ***Duncomb*** que eſt ore report en 3 *Levinz*. Lou eſt adjudge, Que ou *W. D*. fuit Tenant pur Vie, Remainder al *J.S.* & ſes Heires pur le Vie de dit *W*. D. Remainder al Heires Males de Corps de dit *W. D*. que Feme de dit *W*. D. ne ſerra endowe.

Le proch' Term apres le Caſe fuit argue arrear per Counſel d'ambideux Parties. Et pur le Demandant fuit dit, Que l'Eſtate Taile fuit execute al ceſt purpoſe de Dower, Mes nemy iſſint come a defeater le intervenant Eſtate pur Anns. Il fuit agree que ſi ad eſtre un intervenant Eſtate pur vie, que donques le Demandant n'ad eſtre dowable. Et les Caſes devant cite d'auter part ſont ſolement a ceſt purpoſe: Mes le Intervention d'un Eſtate cy meane & inconſiderable en le oiele de le Ley, come un Eſtate pur Ans eſt, ne voile impede le Conjunction de ambideux les Eſtates quant al ceſt Purpoſe de Dower.

Eſtates pur Ans al Common Ley fueront de cy petit regard que ils fueront ſubject al & ſoubs le power de le Tenant de le Franktenement; car ſil ad luy ſuffer d'eſtre implede en un real Action coment ſur mere colluſion a barrer l'Eſtate pur Ans, le Tenant pur Ans n'ad aſcun remedy de avoider un Judgment vers le Tenant de le Franktenement devant le Stat. de *Glouceſter*, come eſt diſt en *Co. Lit*. 46. *a*. Et en *Aſcough*'s Caſe, *Co*. 9. 135. *a*. Eſt dit per le Sñr *Coke*, Que ſi *A*. ſoit Leſſee pur Ans le Remainder al *B*. pur Vie, & apres le Leſſor grant ouſter ſon Reverſion, que le Attornment de le Tenant pur Vie en Remainder eſt bone, & le Tenant pur Ans ſerra lye per ceo ſans aſcun attornment per luy, & ceo pur meſme le Reaſon que eſt done devant; ſi ſoit Tenant pur Vie, le Remainder pur Vie, le Remainder en Fee, ceo intervenant Eſtate eſteant un Eſtate de Franktenement eſt un Impediment al un Action de Waſte, mes le Intervention d'un Eſtate pur Ans n'eſt iſſint, pur ceo que eſt forſque un Chattel Intereſt per que le Leſſee eſt entitle d'aver le poſſeſſion & Profits de les Terrs

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& eſt d'auter Nature que ceo de le Franktenement, *Co. Lit.* 53. Le Reaſon eſt pluis fort en le Caſe de Dower, que eſt un favorite de le Ley. L'Eſtate de Franktenement & le inherit' fueront entirement en le Baron ſans fraction ou diviſion & le intervenant Eſtate pur Ans ne fiſt aſcun Gap ou Stop entre le Freehold & Inheritance. Mes eſteants de meſme le Nature, ils cloſe & unite enſemble layſant hors l'eſtate pur Ans come diſtinct & d'auter Nature.

Et fuit auxi dit que coment que le Caſe en *Perkins* devant cite, fuit le ſole direct Authority que poiet eſtre trove en les Livres, uncore fueront auters Caſes per queux le dit Opinion poiet eſtre enforce; car ſi *A.* fait Leaſe pur Vie, & apres fait un Leaſe pur Ans al un auter, & le Leſſee pur Ans moruſt inteſtate, & le Ordinary commit Adminiſtrat' & le Adminiſtrator & le Tenant pur Vie joine en le Purchaſe del Inheritance, le Fee eſt execute pur un Moytie, per touts les Juſtices, *Godbolt* 1 & 2. & eſt la diſt per *Manwood* Chief Baron, & nemy deny per aſcun, que ſi Terrs ſont done al un pur Vie, Remainder al auter pur Ans, Remainder en Fee al Tenant pur Vie, le Fee eſt execute en le Tenant pur Vie iſſint que ſil perd per default il avera brief de droit & nemy un Quod ei deforceat, pur ceo que le Term pur ans eſt nul Impediment al l'Execution de le Fee. Et nul home poit porter un Brief de droit forſq; ceſtuy que ad Fee-ſimple en luy.

Shelley's Caſe en 1 *Coke*, quant al ceſtuy purpoſe eſt forſq; tiel, Terrs fueront convey al uſe de *Edw. Shelley* pur Vie, & puis al uſe de *A.* pur 24 Ans, & puis al uſe de Heires Males de Corps de *Ed. Shelley* & a ſes Heires Males. Et le queſtion fuit ou le Heire Male de *Ed. Shelley* priſt per diſcent ou purchaſe. Le Sñr *Coke* en le Report de ceſt Caſe priſt nul notice de le intervenant Eſtate pur Ans, pur ceo que peradvent' il ne penſoit ceo d'eſtre deigne d'aſcun conſiderat'. Mes *More* en ſon Report de dit Caſe, 136. dit que fuit object que le interpoſit' de l'Eſtate pur Ans enter l'Eſtate pur Vie limit al *Ed. Shelley*, & le limitat' al les Heires Males ad prevent l'Execution de l'Eſtate Taile. Mes al ceo fuit reſpond per le Counſel d'auter part, que ceo ne fuit aſcun Impediment pur ceo que le Term fuit forſque un Chattel, & iſſint fuit l'Opinion del Court come eſt la diſt.

Le Power que le Baron del Demandant ad ſur l'Eſtate eſt un Argument que il ad un Eſtate Taile execute en luy. Admittant que l'Eſtate en Fee n'ad eſtre limit a luy, & que un Brief de droit ad eſtre port vers luy, il puiſſoit aver joine le miſe en un ſpecial manner, que un Tenant pur Vie ne puit faire forſque Tenant en Taile apres poſſibility en reſpect de le quality d'Eſtate que il un foits ad, come eſt diſt en *Lewis Bowles* Caſe, 11 *Co.* 80. *a.* & *b.*

Son Fine & auxi un Common Recovery ſuffer per luy uſt eſtre un Barr al l'Iſſue en Taile, & ſon Feofment uſt eſtre un diſcontinuance. Le Caſe de *King* & *Edwards* icy apres mention voile en reaſon prover ceo, en quel Caſe eſt ajudge que ſi Baron & Feme ſont ſeiſie al eux & al Heires del Corps del Baron, que ſon Feofment eſt un diſcontinuance. Et iſſint eſt reſolve en *Hornwood* & *Holman*'s Caſe, 2 *Bul.* 29. Et en *Merrel* & *Humfreys* Caſe, *Raymond* 126. eſt adjudge que ceo eſt un Eſtate Taile execute al aſcun purpoſe, *a multo fortiori* en ceo Caſe, ou le Baron ſolement ad tout le Franktenement, & nul auter aſcun part de ceo.

Si un Term pur ans ad eſtre limit al *J. S.* devant le limitat' pur Vie al le Baron del Demandant, il puiſſoit aver ewe un Action de Waſte pur le Waſte fait per *J. S.* Et ſi le Baron ad eſtre diſſeiſie, & le Diſſeiſor ad devie ſeiſie, & donques le Baron del Demandant & le Pere del Tenant moruſt, iſſint que le Tenant ad eſtre mis al un Action a recover les Terrs, quel Action puiſſoit il aver forſq; Formedon en Diſcender? En que eſt touts foits alledge un done d'Eſtate Taile al ſon Aunceſtor & auxi un ſeiſin de Eſtate Taile en ſon Aunceſtor; car auterment nul diſcent puiſſoit eſtre al Heire.

Ad eſtre object que ſi home ſerroit a pleader en ceo Caſe il doit dire, que le Baron fuit ſeiſie pur Vie, Remainder al les Truſtees pur Ans, Remainder al Heires Males del Baron. Mes a ceo poit eſtre reſpond, Que ſi les Truſtees fueront a pleader lour Eſtate, le pleader doit eſtre iſſint; car quant al eux le Baron ne fuit compleatment ſeiſie en Taile. Mes le Baron ou ſon Heire en Taile envers aſcun eſtranger poit pleder, que les Terrs fueront convey al uſe de luy & a les Heires Males de ſon Corps, *&c.* & ne poit eſtre auterment en un Count en Formedon. Et en *King* & *Edwards* Caſe, report per *Rolls*, Tit. *Diſcontinuance*, 634. Lett' *D.* Nu. 3. Il diſt que fuit adjudge en ceſt Caſe, Que ſi Terrs ſont done al Baron & Feme & a les Heires de Corps de Baron, & le Baron fiſt Feofment, que ceo eſt Diſcontinuance, pur ceo que il fuit ſeiſie en Taile; & iſſint il ſerra plead, *a multo fortiori* en ceſt Caſe, ou le Baron ad tout le Franktenement & Fee en luy meſme. Et en *Edwards* & *Wooder*'s Caſe, *Cro. Car.* 323. eſt tenus, que ceſtuy que ad forſq; Reverſion expectant ſur un Eſtate pur Ans poiet pleder que il eſt ſeiſie *in Dominico ſuo ut de feodo*, pur ceo que ſi le Leſſee ſoit ouſte il poiet aver aſſiſe, & ove ceo quant al dit Reaſon, agreeont *Dier* 354. *b.* & *Fitzh. Aſſiſe* 424.

Et quant al Object' que le Baron en ceſt Caſe ne puiſſoit aver fait un Leaſe accordant al Stat. de 32 *H.* 8. Al ceo poiet eſtre reſpond, Que ceo eſt pur un particular Reaſon, *viz.* pur ceo que per ceſt Stat. un annual Rent eſt d'eſtre reſerve due & payable al Leſſor & ſes Heires durant le terme, que ne poiet eſtre en ceſt Caſe per reaſon del Term pur Ans que poiet chier en Poſſeſſion al Truſtees, apres le mort de Baron. Mes per ceo *non ſequitur* que le Feme de Baron n'eſt dowable.

De part del Tenant fuit dit, Que le Reaſon de Dower fuit pur ceo que il ſerroit un ſupport pur le Feme & ſes enfants que ne poiet eſtre en ceſt Caſe apres tiel longe Terme pur Ans: Et fuit auxi diſt que l'Eſtate fuit veſt, mes nemy execute, iſſint que le Feme ſerra dowable, & ouſter les Caſes queux fueront cite del part de Tenant ſur le primer Argument, les Caſes enſuant fueront cite, 1 *E.* 3. 15 & 16. & 40 *E.* 3. 13. *Br. Dower* 89. 1 *Rolls Abr.* 677. *Nu.* 9. Lou eſt diſt que le Baron doit aver un Fee, ou Fee Taile & Franktenement en poſſeſſion, auterment le Feme n'eſt dowable: Mes *vide* le Liver a large que eſt la abridge, *viz.* 46 *E.* 3. 16. *b.*

Adeprimes la fuit aſcun contrariety en Opinion enter les Juſtices; mes al darrein ſans ſolemne Argument per eux, Judgment fuit done pur le Demandant, que fuit pronounce accordant. *Levinz* Accounſel ove le Tenant, & *Lutwyche* ove le Demandant ſur le darrein Argument.

Sur le Argument de ceſt Caſe fuit dit per le Chief Juſtice *Treby*, Que Dower fuit un demand hors de le Franktenement & Inheritance, & que en le Caſe icy nul part de eux fuit hors del Baron, & que poiet eſtre que le Baron ne puiſſoit aver fait un Diſcontinuance: Mes il dit expreſment, que en le inſtant de mort del Baron, l'Eſtate entirement deſcend al Tenant, & que Feme ne fuit dowable d'un ſeiſin en un inſtant. Il auxi dit que fuit nul difference quand l'Eſtate pur Ans precede l'Eſtate del Baron, & lou eſt ſubſequent al ceo; car le Baron n'eſt ſeiſie en Poſſeſſion en le un ou le auter Caſe.

Et fuit dit per Juſtice *Powell*, Que il penſe que le Baron ne puit aver fait un Diſcontinuance en ceo Caſe, mes apres il dit que ſi *A.* ſoit Tenant pur Vie, Remainder pur Ans, Remainder en Fee al *A.* que moruſt ſeiſie, & un Eſtranger abate, le Heire avera Mortdaunceſter.

Coment Judgment & Execution ſerront quand un term pur Ans eſt en eſſe, *Vide* 3 *Cro.* 564. *Wheatley* & *Beſt*'s Caſe, *Godbolt* 105. *Foliamb*'s Caſe, *Rolls Tit. Dower* 678. *Nu.* 7, 8. *Winch.* 80.

Lawrence v. *Dodwell* & al.

Tempeſt. TrIn. 10 W. 3. Regis. Rot. 1659.

Count en Dower.

Glouc' ſſ. DUlcibella Lawrence vidua que fuit uxor Willielmi Lawrence Armig' per Joſephū Pate Attornū ſuū pet̄ verſus Will'm Dodwell Armig' Georgiū Gwinnot generoſū Thomam Longdon generoſū & Randal Ploydell generoſū t̄ciam partem ſex meſuagiorum ſex gardinorum ducentarum & decem acrarum terre Centum quadragint̄ & duarum acrarum prati Centum & quatuordecim acrarum paſtur' & triū acrarum boſci cum pertinū in Badgworth Sherington-magna Sherington-parva Bentham Uphatherly Wythington & Chedworth ut dotem ipſius Dulcibelle ex dotac̄one pred̄ Willielmi quondam viri ſui &c.

Barr. Que *W. L.* le Baron del Demandant deviſe terrs al Demandant *durante Viduitate ſua.*

Et predc̄i Willielmus Dodwell Georgius Thomas & Randall per Edwardum Morſe Attorn' ſuū venū & dic' quod pred̄ Dulcibella dotem ſuam de tenementis predictis cum pertin' unde &c. ex dotac̄one predicti Willielmi Lawrence quondam viri ſui verſus eos here non debet quia dic' quod predictus Will'us Lawrence quondam vir &c. fuit ſeiſ' (int̄ al') in dominico ſuo ut de feodo de & in manerio de Sherington parva cum pertinū ac de & in uno Meſuagio duobus gardinis duobus pomar' quinquagint̄ acris terre Centum acris prati & quinquaginta acris paſtur' cum pertin' in parochia de Badgworth in Comū predc̄o & ſic inde ſeiſ' exiſtens ultimo die Aprilis anno Dnū Mill'imo ſexcenteſimo nonageſimo ſeptimo apud Sherington parvam pred̄ condidit Teſtamentum & ultimam voluntatem ſua in ſcriptis & per eandem voluntatem ſuam voluit & legavit manerium & tenementa pred̄ cum pertin' prefat̄ Dulcibelle hend̄ & tenend̄ eidem Dulcibelle durante viduitate ſua Et poſtea pred̄ Willielmus Lawrence apud Sherington parvam pred̄ obiit de tl̄i ſtatu ſuo ſic inde ſeiſ' poſt cujus mortem eadem Dulcibella in manerium & tenementa pred̄ cum pertin' intravit & fuit & adhuc eſt inde ſeiſ' in dominico ſuo ut de libero tenemento ꝓ termino viduitatis ſue virtute legac̄onis p̃d cum hoc qd̄ iidem Willielmꝰ Dodwell Georgiꝰ Thomas & Randall verificare volunt qd̄ p̃d legac̄o ꝑ p̃fat̄ Will'm Lawrence eidem Dulcibelle de manerio & Tenementis p̃dcis cum ꝑtin' in forma p̃d fact̄ fact̄ fuit in plenam recompenſac̄onem totius dotis p̃d Dulcibelle ipſam de omnibꝫ teñtis que fuer'

Le Baron moruſt.

Le Demandant enter, &c.

Averment que le dit deviſe fuit en recompence pur ſa Dower.

p̄dci Willielmi quondam viri &c. contingen̄ Et hoc parat ſunt ꝟificare unde pet̄ Judic' ſi p̄dca Dulcibella dotem ſuam de Tenementis p̄dcis cum ꝑtin' unde &c. ꝟſus eos here debeat &c. Demurrer, & Joinder en Demurrer.

EN *Mich.* 10 *W.* 3. ceo Caſe fuit argue per *Wright* Serjeant le Roy pur le Demandant, & per *Levinz* pur le Tenant. Et pur le Demandant fuit dit, Que al Common Ley devant le Stat. de uſes un Eſtate de Franktenement ne puit eſtre Barr per aſcun collateral Satisfaction, *Vernon*'s Caſe, *Co.* 4. 1, 2. Mes puis ceſt Stat. un Title de Dower poiet eſtre, per un Jointure fait al Feme, en que eſt expreſs d'eſtre ou averr d'eſtre pur le Jointure de Feme. Mes un deviſe al Feme ne poiet eſtre averr d'eſtre pur ſa Jointure ou en Satisfaction de ſa Dower, *Co.* 4. *Vernon*'s Caſe, *Ref.* 5. Il eſt forſque Benevolence, *Br. Dower* 69. Conſtructions de volunts doint eſtre collect per les parols de eux & nemy per aſcuns averments dehors, & ſerroit miſchievous d'admitter ceo; car nul poit ſcaver quel adviſe a doner ſur un volunt ſi collateral Averments ſerront admit hors del parols del volunt.

Del auter part fuit dit que poiet eſtre Conſtruction accordant al Intent del Teſtator, coment nemy en les parols del volunt; come un deviſe al *A.* puis le mort de ſa Feme eſt bone deviſe al Feme, &c. *Br.* Deviſe 48. Et ceſt Conſtruction ſurge de le Intent del Teſtator & nemy des parols de volunt. Iſſint ſi home voile que ſes Feoffees ſerront ſeiſies al tiel uſes, & il n'ad aſcuns Feoffees, uncore ceo eſt bone Deviſe al dits uſes. *Pop.* 188. *Br. Deviſe*, 48 *Dier* 326. *b.* Il auxi cite 11 *H.* 6. 13. *a.* deviſe al *J. Cotton* ou ſont deux de ceſt Noſme ceo poet eſtre ſupply per Averment, & coment que ceo fuit devant le Stat. quand ne puit deviſer per parol, uncore le miſant del Deviſe en Eſcript ne alter le Caſe.

Fine ſur Grant & render poit eſtre averr d'eſtre al un uſe; 2 *Co.* 76. & il auxi cite *Cheney*'s Caſe, *Co.* 5.

Juſtice *Powell.* Le Averment doit eſtre collect hors des parols del volunt, il n'eſt ſafe d'admitter un Jury a tryer l'Intent del Teſtator, un volunt ne poit referr al Parols ſolement ſans Eſcript: Mes il doit eſtre un volunt en Eſcript, *Molineux* & *Molineux* Caſe, 2 *Cro.* 145. & pur ceo ne poiet eſtre aſcun averment de adder aſcun Choſe al ceo per parols dehors, ne de abridger ceo per un Condit' add al ceo per Parols.

Il dit que le Caſe eſt meſme ove le Caſe cite en *Vernon*'s Caſe (per que il intend come jeo ſuppoſe *Leake* & *Randall*'s Caſe, 4 *Co. fo.* 4. *a.*) quel caſe eſt que Terre eſt deviſe al Feme pur Vie ceo ne poiet eſtre averr pur le Jointure de Feme, pur ceo que Deviſe import Conſiderat' en luy meſme.

Mes il dit que il ne fuit ſatisfie ove tiel Reaſon: car un Fine ſur Grant & render import conſiderat' & uncore poiet eſtre averre d'eſtre al uſe, & il dit que ceſt Caſe n'eſt d'eſtre trove en aſcun auter Lieu. Mes que le Sñr *Coke* mult rely ſur ceo en ſon 1 *Inſt.* 36. *b.* ou il diſt que deviſe per volunt ne poiet eſtre averr d'eſtre en Satisfaction de Dower, ſi n'eſt iſſint expreſs en le volunt. Et le voyer Reaſon de Ley que nul tiel Averment giſt eſt pur ceo que le volunt doit eſtre entirement en eſcript, le Intent del Teſtator eſt ſolement d'eſtre collect per les parols del volunt, ſi aſcun choſe pur le Benefit del Tenant ad eſtre collect des parols de volunt, il duiſſoit aver plede ceo, mes ſi le Noſme del Deviſor eſt omit, ou ſi deviſe eſt al ſon fits *John*, lou il ad deux fits de ceſt noſme, un avermt' poiet eſtre en ceux Caſes; car les parols de volunts porteront ceo. Il auxi cite *Fuller* & *Fuller*'s Caſe, 3 *Cro.*422. *Moore* 31, 353. *Dyer* 61. & 2 *Rep.*28. Il auxi dit que fuit un Caſe que fuit iſſint, home deviſe touts ſes Terrs que il doneroit ou averoit al temps de ſon mort, & que fuit le Opinion de Serjeant *Maynard*, que les novel purchaſe Terrs ne paſſeront Mes que *Pollexfen* fuit del contrary Opinion; mes le matter fuit referre al le Sñr Chief Juſtice & al luy meſme, & per eux fuit finie: Mes al quel Chief Juſtice le reference fuit, nul mention fuit fait que jeo oye.

Al auter Jour le Caſe fuit argue arreare per Serjeant *Wright* pur le Demandant, & Serjeant *Pawlet* pur le Tenant. Et fuit argue per Serjeant *Pawlet*, que le Averment fuit bone: Et primerment il inſiſt ſur le Nature des Deviſes queux ſont forſq; p̄ſumptive benevolences; & pur ceo poit eſtre un Avermt' a defeater ceſt p̄ſumption per le feſans le Barr de Dower d'eſtre le Cauſe de le done & le Conſiderat' de le deviſe. 2. De le Nature des Averments que eſt un offer a prover aſcun choſe material a maintainer le Plea en Barr; & poiet eſtre prove ſur Evidence cy bien come averr en pleading, & il inſiſt ſur le 5 Reſolut' en *Vernon*'s Caſe, lou eſt reſolve que coment le Feofment fuit ſur expreſs condition a performer le volunt del Feoffor, le quel import un Conſiderat' uncore un Averment poiet eſtre priſe que fuit pur le Jointure de le Feme, pur ceo que le un Conſiderat' poit conſiſt ove l'auter. Il auxi cite le Caſe de *Leake* & *Randal* devant: Et auxi cite le Caſe mention en *Cheney*'s Caſe del deviſe al ſon Fits *John*, &c. Et ouſter il dit que fuit abſurd a faire un Averment neceſſary en touts Pleas, & uncore nemy d'admitter aſcun uſe d'eſtre fait de ceo, touts Averments ſont a nul auter Purpoſe, mes a prover aſcun choſe material en le Caſe que eſt matter dehors & nemy compriſe deins les parols del Eſcripts al queux ils referr; cheſcun Averment eſt forrain al eux ou en parols ou matter. Ceſtuy que fiſt un Averment de aſcun choſe priſt ſur luy a prover ceo per proper Evidence; & pur ceo il ne doit eſtre preclude de tiels Averments; tiels Averments poient eſtre faits ſur Evidence per Counſel.

Serjeant *Wright* pur le Demandant. Et ouſter ceo que il dit devant, Il ore dit que il auxi rely ſur le Caſe de *Vernon*, *Co.* 4. car en le 5 Reſolut' la il eſt dit que un Deviſe import un Conſideration en luy meſme, & ſicome un Deviſe ne poiet eſtre averr d'eſtre al uſe d'un auter ſi ne ſoit expreſs en le volunt, iſſint un Deviſe per meſme le Reaſon ne poiet eſtre averr d'eſtre en Satisfaction de Dower ſi ne ſoit expreſs en le volunt.

Si les parols del volunt import que le Deviſe de les Terrs fuit en Recompence de Dower, donc doit eſtre plead que Teſtator deviſe eux en Recompence & Satisfaction de ſa Dower, & donc le volunt voile eſtre done en Evidence a prover ceo. Mes en le plea del Tenant ne ſont aſcun tiels parols ou parols queux tantamount en le volunt. Mes l'Averment eſt meerment dehors, que n'eſt d'eſtre admit pur ceo que Terrs ne poient paſſer per Deviſe, mes per parols en Eſcript.

Le Chief Juſtice *Treby*. Ceo Averment eſt dehors le volunt; ſi ad eſtre dit, que le Deviſe al Demandant fuit pur ſa Jointure, ad eſtre bien coment le parol (Jointure) n'ad eſtre en le volunt, ſi parols ount eſtre en ceo queux tantamount; come ſi ad eſtre dit que le Deviſe fuit a luy pur ſa Proviſion ou ſemblables parols iſſint que tiel Intent poiet appearer per les parols del volunt; nul Evidence dehors le volunt poyet eſtre admit, car donc un part de le volunt ſerroit en eſcript & l'auter nemy, Parol-diſcourſes dehors le volunt ſont de nul ſignification, car doit eſtre entirement en Eſcript. Si un ad deux fits noſme *John*, & il deviſe ſes Terrs al ſon fits *John*; il poiet eſtre averr quel fits *John* il intend, & poiet eſtre prove per ceſtuy que eſcrie le volunt ou per auter preſent al temps de feſance de ceo. Mes ceo ne oppugne ceo que eſt devant aſſert, pur ceo que *John* eſt eſcrie en le volunt, Et parols de Implication ſont cy bien come expreſs parols. Le Plea ne beſoigne d'eſtre trahe en les expreſs parols del volunt, mes come le Ley parle ſur eux. Intent imply per parols eſt cy bien come expreſs intent. Judgment pur le Demandant *per totam Curiam*.

Ejectment.

Okill v. *Vaughan.*

Trin. Anno 22 Car. 2. Regis.

Barr en Ejectment, per Recovery en Gales en un *quod ei deforceat*.

ſſ. ET pd̄ Willielm; Vaughan per Attorn ſuū ven & defend vim & injur' quando &c. Et quoad venir' Vi & Armis ſeu quicquid quod eſt contra pac dict Dni Regis nunc dic' quod ipſe non eſt inde culpabilis Et de hoc pon ſe ſup patriam Et pred Johannes Okill ſilit' &c. Et quoad reſid tranſgr' & ejectionis pd̄ ſupius fieri ſuppōit' idem Willielmus Vaughan dic' quod pd̄ Johannes Okill actōnem ſuam pd̄ inde v̄ſus eum here ſeu manutenere non debet quia dic' quod ante pred tempus quo ſupponit' tranſgr' & ejectōnem pred fieri ſcilt viceſimo ſecundo die Septembr' anno regni Dni Caroli ſecundi nunc Regis Angl' &c. duodecimo idem Willielmus Vaughan extra Scaccarium dic' Dni Regis apud Carnervon in Com Carnervon tunc exiſten' proſequit' fuit quoddam br̄e ipſius Dni Regis de qd̄ ei deforceat vic' pd̄ Com Merioneth direct' p quod quidem br̄e idem Dnus Rex nunc p̄fat' tunc vic' Merioneth p̄cepit quod idem vic' p̄ciperet Eleazaro Careſwell & Lodovico Owen quod juſte & ſine dilōne redderent eidem Willielmo Vaughan unū Meſuag' ducentas acras terr' vigint' acr' prat' trecent' acr' paſtur' vigint' acr' boſc' Cent' acr' bruer' & quadragint' acr' more cū ptin' in Hwyddelkynydd que iidem Eleazarus & Lodovicus ei injuſte deforc' ut dicebat' Et niſi facerent & pd̄ Willielm⁹ faceret ipſum vic' ſecur' de Clam ſuo p̄s tunc idem vic' ſum p bonos ſum pred Eleazarū & Lodovicū q̄d eſſent coram Juſtic' dic' Dni Regis magne Seſſion' ſue Com Merioneth pred adtunc prox' magnam Seſſion' Dni Regis Com pd̄ ubicunque tent' foret in eodem Com oſtenſ quare non feciſs' Et qđ heret ibi ſum & breve illud &c. ad quam quidem prox' magn Seſſion' dict̄ Dnī Regis Com Merioneth p̄đ tent̄ apud Dolegelley in Com p̄đ coram Timotheo Littleton Servien ad legem tunc Juſtic' dict̄ Dnī Regis magne Seſſion' Dnī Regis Com p̄đ & Johanne Griffith Ar' tunc uno altero Juſtic' dict̄ Dnī Regis magn Seſſion' ſue Com p̄đ die lune videlt octavo die Octobr' anno duodecimo ſupradict̄ venerſ tam pređ Willielm⁹ Vaughan ꝑ Evanu Vaughan Attorn' ſuu quam p̄đ Eleazarus & Lodovicus ꝑ Ellicem Hughes Attorn' ſuu & Ricardus Anwill Ar' tunc vic' Com p̄đ retorn breve pređ ſervit̄ & execut̄ forma ſequent' videlt qđ p̄đ Willielmus inveniſſet eidem vic' pleg' de ꝓſequenđ breve ſuu p̄đ ſcilt Johem Doe & Ric̄um Roe & quod iidem Eleazerus & Lodovicus ſum fuerunt ꝑ Dio Den & Pio Pen & ſuper hoc idem Willielmus Vaughan ꝑ p̄đ breve Dnī Regis de quod ei deforc' ꝓteſtanđ proſequi breve illud in forma & natura brevis dict̄ Dnī Regis de ingr' ſuper diſſeiſinam in le quibus in natura brevis aſſiſ̄ nove diſſeiſine ad Com̄unem legem ſecundu formam Statuti de Ruthlan petiit vſus p̄fat' Eleazer' Careſwell & Lodovicum Owen teñta p̄đ cum pertin' in brevi p̄đ menconat' de quibus dict̄ Eleazer' & Lodovicus injuſte & ſine Judicio diſſeiſiviſſent prefat̄ Willielmum infra vigint̄ annos tunc ult̄ elapſ̄ & que prefat̄ Eleazer' & Lodovicus ei deforc' &c. Et unde idem Willielmus per prefat' Evanu Vaughan Attorn' ſuu tunc dixit quod ipſe prefat̄ Willielmus fuiſſet ſeit̄ de teñtis pređ cum pertin' in dominico ſuo ut de libo tenemento tempore pacis tempore dict̄ Dnī Regis nunc capienđ inde exples̄ ad valenc' &c. Et de quibus &c. Et inde tunc produxit ſectam &c. In quo quidem placito talit' proceſſum fuit quod poſtea ſcilt ad magnam Seſſion' Dnī Regis Com pređ tent̄ apud Dollegelley in Com pređ die lune videlt decimo ſeptimo die Auguſt' anno regni dict̄ Dnī Regis nunc viceſimo coram prefat̄ Tymotheo Littleton ſervien' ad legem tunc Juſticiar' dict̄ Dnī Regis magne Seſſionis illius & Thoma Jones Ar' tunc uno altero Juſtic' dict̄ Dnī Regis ejuſdem magne Seſſion' ſue Conſ̄ fuit ꝑ Cur' ibm qđ p̄đ Willielmus recuperaret ſeiſinam ſuā verſus prefat̄ Eleazer' & Lodovicu de teñtis pređ cum pertin' Et quod pređ Eleazer' & Lodovicus tunc eſſent in mia &c. prout ꝑ recorđ & proceſs' inde in Cur̄ Dnī Regis coram ipſo rege cauſa erroris corrigenđ tranſmiſs' & in eadem Cur̄ Dnī Regis coram ipſo rege jam reſiden plenius liquet & apparet Quod quidem Judic' adhuc in ſuis plenis robore ſtat & effectu minime reverſat̄ ſeu adnihilat̄ idemque Willielmus Vaughan ſecutus fuit execuc̄onem Judicij illius & illam obtinuit ac virtute recuperacōnis illius & execucōnis inde fuit & adhuc eſt ſeiſ de teñtis pꝛed cum pertin' in dominico ſuo ut de libo teñto Et hoc parat' eſt verificare unde petit Judic ſi pꝛed Johannes Okill accōnē ſuā pꝛed ex dimiſſione pꝛed Eleazeri & Lodovici contra recuperare pꝛed Vſus eum here ſeu manutenere debeat &c. cum hoc quod idem Willielmus Vaughan Vificare vult quod teñta pꝛed in narracōne pꝛed Johannis Okill pꝛed ſuperius mencōnat' & teñta pꝛed in pꝛed bꝛevi de quod ei defoꝛc ſuperius mencōnat' ſunt eadem teñta & non alia neque diverſa quodque pꝛed Eleazer' Careſwell & Lodovicus Owen in narracōne pꝛed Johannis Okill pꝛed ſuperius nominat' qui teñta pꝛed pꝛefat' Johanni Okill dimiſer' & pꝛefat' Eleazerus Careſwell & Lodovicus Owen Vſus quos recuperare pꝛed ſic ut pꝛefertur hit' fuit ſunt eedem perſone & non alie neque diverſe quodque pꝛed Willielmus Vaughan modo defend Et pꝛed Willielmus Vaughan qui teñta pꝛed' Vſus pꝛefat' Eleazer' & Lodovicū ut pꝛefertur recuperavit ſunt una & eadem perſona & non alia neque diverſa &c.

W. Jones.

Humfry v. *Bathurſt.*

Winford. Hill. 35 & 36. Car. 2. Regis. Rot. 694.

Ejectment ſur demiſe de *T. Cramp* del Manor de *Pullens* & de 2 Meſ. & divers terrs en *Horſemounden.*

Narr'. Le demiſe 10 Sept. 34. Car. 2.

Kanc' ſſ. EDwardꝫ Bathurſt nuper de Gowdhurſt in Com pꝛedcō At Attach fuit ad reſpondend Johanni Humfry de placito quare Vi & Armis manerium de Pullens cum pertin' ac eciam duo Meſuagia duo Cottagia duo hoꝛrea duo gardina duo pomaria Centum acras terre triginta acras pꝛati Centum acras paſture & centum & viginti acras boſci cum pertin' in Hoꝛſemonden que Thomas Crampe eidem Johanni dimiſit ad terminum qui nondum pꝛeteriit intravit & ipſum a firma ſua pꝛedcā ejecit Et alia enoꝛmia ei intulit ad grave dampnum ipſius Johannis Et contra pacem Dni Regis nunc &c. Et unde idem Johannes per Thomam Hooper Attoꝛn' ſuū queritur quod cum pꝛedcūs Thomas Crampe decimo die Septembꝛis anno regni Dni Regis nunc triceſimo quarto apud Tonbꝛidge dimiſiſſet pꝛefat' Johanni manerium & tenementa pdcā cum pertinū hend & occupand manerium &

tenementa pꝛedict̄ cum pertin' eidem Johanni & Aſſign̄ ſuis a triceſimo die Auguſti tunc ult̄ p̄terit̄ uſque finem & terminum quatuoꝛ annoꝝ extunc px' ſequen̄ & plenar' complend̄ & finiend̄ virtute cujus dimiſſionis pꝛedcus̄ Johannes in manerium & tenementa p̄dca' cum pertin̄ intravit & fuit inde poſſeſſionat̄ ipſoq; Johanne ſic inde poſſeſſionat' exiſten' p̄dcus̄ Edwardus poſtea ſcilt eodem decimo die Septembꝛis anno triceſimo quarto ſupꝛadcō Vi & Armis &c. maneriu̅ & tenementa p̄dca' cum pertin' que pꝛedcus̄ Thomas Crampe eidem Johanni in foꝛma p̄dca' dimiſit ad terminu̅ p̄dcum qui nondum pꝛeteriit intravit Et ipſum a firma ſua p̄dca' ejecit Et alia enoꝛmia &c. Ad grave dampnu̅ &c. Et contra pacem &c. unde dic' quod deterioꝛat' eſt Et dampnu̅ het ad valenciam quadꝛaginta libꝛaꝝ Et inde pꝛoduc' ſectam &c.

Et p̄d Edꝛus̄ ꝑ Edm̄ Hodſall Attoꝛn' ſuum ven̄ & defend̄ vim & injur' quando &c. Et dic' quod ipſe in nullo eſt culpabilis de tranſgr' & ejecc̄ione pꝛedictis pꝛout pꝛedictus Johannes ſuperius verſus eum queritur Et de hoc pon̄ ſe ſuper pꝛiam̄ Et pꝛedcus̄ Johannes ſitit Jō pꝛec' eſt vic' quod venire fac' hic in Octab̄ pur' be Marie duodecim &c. ꝑ quos &c. Et qui nec &c. Quia tam &c. Ad quem diem Jur' inter partes pꝛedictas de pꝛedicto placito pōit' fuit inde int̄ eas in reſpcm̄ hic uſque ad hunc diem ſcilt a die Paſche in quindecim dies tunc pꝛox' ſequen̄ niſi Juſtic' Dn̄i Regis ad aſſiſas in Com̄ pꝛedicto capiend̄ Aſſign' per foꝛmam Statuti &c. die Martis decimo octavo die Marcij px' pꝛeterit̄ apud Rotcheſter in Com̄ pꝛedcō pꝛius veniſſent Et modo hic ad hunc diem ven̄ pꝛedcus̄ Johannes per Attoꝛn̄ ſuu' pꝛed̄ Et pꝛefat̄ Juſtic' ad aſſiſas coꝛam quibus &c. miſ̄ hic recoꝛdum ſuu̅ in hec verba Poſtea die & loco infracontent̄ coꝛam Thoma Jones Mil' Capit̄li Juſtic' Dn̄i Regis de Banco & Joh Charleton Mil' uno Juſtic' dci̅ Dn̄i Regis de Banco Juſtic' ipſius Dn̄i Regis ad aſſilas in Com̄ Kanc' capiend̄ Aſſign̄ ꝑ foꝛmam Statuti &c. ven̄ tam infra nominat̄ Johannes Humfry quam infraſcipt̄ Edwardus Bathurſt ꝑ Attoꝛn' ſuos infracontent' Et Jur' Jur̄e unde infra fit menc̄o exacti quidam eoꝛum videlt Edwardus Sharpe Ricardus Gilbert Jacob; Simonds Thomas Simonds Robertus Violett Chꝛiſtoferus Lambe Willielmus Boghurſt Robertus Fryday & Johannes Frankwell ven̄ & in Jurm̄ pꝛedcam̄ jurat' exiſtunt Et quia teſid̄ Jur' ejuſdem Jur̄e non comperuer' Jō alij de circumſtantibꝰ per vic' Com̄ pꝛedci̅ ad hoc elci̅ ad requiſic̄onem pꝛedci̅ Johannis Humfry ac per mandat̄ Juſtic' p̄d de novo apponuntur quoꝛum nomina panello infraſcript' aſſilantur ſcdm̄ foꝛmam Statuti in humoi̅ caſu edit̄ & pꝛoviſ̄ ac Jur̄ ſic de novo

Barr.
Non Cul.

Venire fa.
agard.

Niſi prius
agard.

Tales *de Circumſtantibus.*

Verdict. Quant al 2 tierce parts de tout en le Narr' *Non culp.*

Quant al auter tierce part, un ſpecial Verdict.

Que 1 Dec. 38 *Eliz.* un *Paul Bathurſt* fuit ſeiſie en Fee de les Tenements en le Narr'. Et il ad Iſſue *Edward* ſon Heir apparent.

Que le dit *Paul* 7 Dec. 40 *Eliz.* fiſt un Indenture enter luy d'un part & le dit *Edward* ſon fits & auters, d'auter part.

novo appoīt videlt Johes Burwaſh Thomas Martin & Stephus Burwaſh exact ſilit ven Qui ad veritatem de infracontent ſimulcum al' Jur' p̄d prius impanellat & jurat dicend elcitriat & jurat Quoad infraſcript tranſgr' & ejeccōnem in duabus partibus manerij de Pullens cum ptin inframencōnat totum in tres partes dividend acetiam in duabus partibus omnium & ſingulor teñtor infraſcript cum ptin totum in tres partes ſilit dividend' Dicunt ſup ſacrm ſuu qd' p̄dcus Edrus' Bathurſt in nullo eſt inde culpabilis ꝓut idem Edrus' Bathurſt interius plitando allegavit Et quoad infraſcript tranſgr̃ & ejectionem in tertia parte Manerij pred' cum ptin reſid' ejusdem manerij Acetiam in tertia parte omnium & ſingulorum teñtor pred' cum pertin reſid' eordem teñtor pred' cum pertin tot' in tres partes ut prefertur dividend' Jur' pred' ulterius dicunt ſuper ſacrm ſuu p̄d' qd' diu ante infraſcript tempus quo tranſgr' & ejeccō inframencōnat interius fieri ſupponitur ſcilt primo die Decembr' anno regni Dne Elizabethe nup Regine Anglie &c. triceſimo octavo Quidam Paulus Bathurſt ſeiſitus fuit in feodo de & in pred' manerio de Pullens cum pertin acetiam de & in omnibus & ſingulis teñtis pred' cu ptin in narr̃ infraſcript ſpecificat' in dñico ſuo ut de feodo Et Jur̃ p̄d ulterius dicunt ſuper ſacrm ſuu p̄dcu qd' pred' Paulus Bathurſt habuit exit' de corpore ſuo littime ꝓcreat' Edru Bathurſt filiu & heredem apparen' ipſius Pauli Quoq; pred' Paulus Bathurſt poſtea & ante p̄d' tempus quo &c, ſcilt ſeptimo die Decembr̃ anno regni dce Dne Elizabethe nuper Regine Anglie &c. quadrageſimo fecit & ut fcm ſuu delibavit quandm Indenturam ſuam ſub ſigillo ſuo ſigillat' inter ipm Paulum Bathurſt p nomen Pauli Bathurſt de Gowdhurſt in Com Kanc Gen' ex una parte & pred' Edru Bathurſt filiu ſuu quoſdam Johem Horſemonden Georgium Day & Robtum Auſten p nomina Edri Bathurſt Gen filiu & heredem apparen ipſius prefat' Pauli Johis Horſemonden de Gowdhurſt pred' Clothier Georgij Day de Boughton Mounchelſey in Com p̄d' Taylor & Robtum Auſten de Gowdhurſt pred' Clothier ex altera parte fact' geren dat dco ſeptimo die Decembr' anno regni dce Dne Elizabethe nuper Regine Anglie &c. quadrageſimo ſupradict' tenor cujus quidem Indenture ſequitur in hec verba:

Le Indenture *in hæc verba.*

This Indenture made the Seventh Day of *December* in the Fortieth Year of the Reign of our Sovereign Lady *Elizabeth*, by the Grace of God Queen of *England*, *France* and *Ireland*, Defender of the Faith, *&c.* between *Paul Bathurſt Gowdhurſt* in the County of *Kent*, Gent. of the one Party; and *Edward Bathurſt*, Gent. Son and Heir apparent of the said *Paul*, *John Horſemonden*, of *Gowdhurſt* aforeſaid

Clothier, *George Day* of *Boughton Mounchelſey* in the ſaid County, Taylor, and *Robert Auſten* of *Gowdhurſt* aforeſaid, Clothier, of the other Party, Witneſſeth, That the ſaid *Paul Bathurſt*, for the Advancement and Preferment of the ſaid *Edward Bathurſt*, and of the Heirs Males of his Body lawfully begotten, and of other of the Children of the ſaid *Paul* the Father, hereafter in theſe Preſents ſpecially named, and of the Heirs Males of his Body lawfully begotten, and for divers other good Cauſes and Conſiderations him thereunto moving, hath Granted, Enfeoffed, Aliened and Confirmed, and by theſe Preſents doth Grant, Enfeoff, Alien and Confirm unto the ſaid *Edward Bathurſt*, *John Horſemonden*, *George Day* and *Robert Auſten*, all that the Manor of *Pullens*, ſcituate, lying or being within the Pariſhes of *Horſemonden* and *Lamberhurſt* in the ſaid County of *Kent*, with all and ſingular the Appurtenances, and all other the Lands, Tenements and Hereditaments of the ſaid *Paul Bathurſt*, lying or being within the ſaid Pariſhes of *Horſemonden* and *Lamberhurſt*, or either of them, To have and to hold the ſaid Manor, Lands, Tenements and Hereditaments, and other the Premiſſes with the Appurtenances unto the ſaid *Edward Bathurſt*, *John Horſemonden*, *George Day* and *Robert Auſten*, their Heirs and Aſſigns, to the only Uſes and Intents hereafter in theſe Preſents expreſſed, and not to any other Uſe, Intent or Purpoſe; (that is to ſay) To the Uſe of the ſaid *Paul Bathurſt* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of any manner of Waſte; and after the Deceaſe of the ſaid *Paul*, then to the Uſe of ſuch Perſon or Perſons as the ſaid *Paul* ſhall by his laſt Will and Teſtament in Writing, or by other Writing ſubſcribed with his own Hand, limit or appoint the ſame, if any ſuch Limitation or Appointment he ſhall make, for and during the Term of Seven Years next after the Deceaſe of the ſaid *Paul*; and if it ſhall happen that the ſaid *Paul Bathurſt* ſhall not by his laſt Will and Teſtament in Writing, or by any other Writing ſubſcribed with his own Hand, appoint or limit the ſaid Manor, Lands, Tenements and Hereditaments to any Perſon or Perſons, That then immediately from and after the Deceaſe of the ſaid *Paul Bathurſt*, the ſaid Manor, Lands, Tenements and Hereditaments ſhall be, and the ſaid *Edward Bathurſt*, *John Horſemonden*, *George Day* and *Robert Auſten* and their Heirs, ſhall ſtand and be thereof ſeiſed to the Uſe of the Executors or Adminiſtrators of the ſaid *Paul* during the ſaid term of Seven Years next after the Deceaſe of the ſaid *Paul*, for and towards the Payment of his Debts and Legacies, and Performance and Execution of his ſaid Will; and after the Deceaſe of the ſaid *Paul* and the ſaid term of Seven Years next after his Deceaſe expired and ended, then to the Uſe of the ſaid *Edward Bathurſt* for and

Per que le dit *Paul* pur le prefermt. del dit *Edward*, *&c.* Grant, enfeoffe, alien & confirm al dit *Edward*, &c. les premiſſes en le Narr'.

Habend' al eux & a lour heirs.

Al uſe de luy meſme pur ſon vie; Le Rem' al uſe de tiel perſons queux il appointera per ſon volunt, &c. pur term de 7 Ans.

Et pur default de tiel appointmt', immediatement apres ſon deceaſe al uſe de ſes Executors ou Adm' pur 7 Ans pur payment de ſes Debts & Legacies, & performer ſon Vol[illegible].

Rem' al uſe del dit *Edward* ſon fits pur vie. Remainder al ſon primer fits en Tail male. Et iſſint al 2d, 3d, 4th & 5th fits.

Remainder al droit Heirs de dit *Paul*.

Que le dit *Paul* moruſt 8 Dec. 42 Eliz.

Que le dit *Edw.* ſon fits & heir enter & fuit ſeiſie *prout lex poſtulat*.

Que il ad Iſſue *Tho.* ſon eigne fits, & *E. W.* & *R.*

Que le dit *Edw.* le pier moruſt ſeiſie 1 May 1630.

Le dit *Tho.* ſon eigne fits enter & fuit ſeiſie *prout lex poſtulat*.

Que *Mich.* 7 Car 1. le dit *Tho.* ſuffer un Common Recovery.

and during the term of his natural Life, without Impeachment of any manner of Waſte; And after the Deceaſe of the ſaid *Edward Bathurſt* the Son, then to the Uſe of the Firſt Son of the Body of the ſaid *Edward* lawfully begotten, and to the Heirs-males of his Body lawfully begotten, and for default of ſuch Iſſue then to the Uſe of the ſecond Son lawfully begotten of the Body of the ſaid *Edward*, and to the Heirs-males of his Body lawfully to be begotten, and for default of ſuch Iſſue then to the uſe of the Third Son of the ſaid *Edward* lawfully begotten, and the Heirs-males of his Body lawfully to be begotten, and for default of ſuch Iſſue then to the Uſe of the Fourth Son of the ſaid *Edward* lawfully begotten, and to the Heirs-males of his Body lawfully to be begotten, and for default of ſuch Iſſue then to the Uſe of the Fifth Son of the Body of the ſaid *Edward* lawfully begotten, and to the Heirs-males of his Body lawfully begotten, and for default of ſuch Iſſue, then to the Uſe of the right Heirs of the ſaid *Paul Bathurſt* for ever. Prout per Indenturam p̄dcam p̄fat' Juſtic' & Jur' pred' modo hic oſtens' ꝓbat' lect' & in evidenc' dat' inter al' plenius liquet & apparet Et Jur̄ pred' ulterius dicunt ſuper ſacrm̄ ſuū predcm̄ qd' predcus' Paulus Bathurſt poſtea & ante predc̄um tempus quo &c. ſcil't octavo die Decembris anno regni dcē nuper Regine Elizabethe quadrageſimo ſecundo apud Gowdhurſt p̄d' in Com̄ Kanc' p̄d' obijt Ac qd' p̄d' Edrus' Bathurſt filius & heres ipſius Pauli Bathurſt poſtea & ante pred' tempus quo &c. ſcil't decimo die pred' menſis Decembris anno quadrageſimo ſecundo ſupradict' in manerium & tenementa p̄dcā cum pertin' intravit & fuit inde ſeiſit' ꝓut lex poſtulat Qdq; pred' Edrus' Bathurſt filius & heres ipſius Pauli Bathurſt habuit exit' de corpore ipſius Edri ꝉittime ꝓcreat' quatuor filios ſcil't Thomam filium prefat' Edri natu maximū Edrū filiū ſecundū p̄fat' Edri pris & Willm̄ filiū tertium prefat' Edri pris & Ricū filium quartū prefat' Edri pris Et qd' p̄d' Edrus̄ pater ſic inde ſeiſit' exiſtens poſtea & ante pred' tempus quo &c. ſcil't primo die Maij anno anno Dnī milꝉimo ſexcenteſimo triceſimo apud Gowdhurſt p̄d' in Com̄ Kanc' p̄d' obijt Ac qd' p̄d' Thomas Bathurſt filius prefat' Edri natu maximus ipm̄ ſupvixit & poſtea & ante p̄dc̄um tempus quo &c. ſcil't ſecundo die Maij anno Dnī milꝉimo ſexcenteſimo triceſimo ſupradicto in manerium & tenēta p̄d' cum ꝑtin' intravit & fuit inde ſeiſit' ꝓut lex poſtulat Et Jur̄ p̄d' ulterius dicunt ſuper ſacrm̄ ſuū p̄d' qd' poſtea & ante p̄d' tempus quo &c. ſcil't Termino Scī Michis anno regni Dnī Caroli primi nuꝑ Regis Anglie &c. ſeptimo coram Robto Heathe Mil' & ſocijs ſuis tunc Juſtic' dcī nuper Regis Caroli primi de Banco apud Weſtm̄ Quidm̄ Georgius

Maplisden Gen' & Jacobus Sarys Gen' in ppr̃ pſonis ſuis pet' ꝟſus pred' Thomam Bathurſt p nomen Thome Bathurſt Gen' maneriũ de Pullens cum ptin' Ac un' meſſuagiũ un' Columbar̃ un' gardin' quinquagint' acras terre decem acras prati quinquagint' acras paſtur̃ centũ acras boſci ſeptem ſolidat' redit' & reddit' quindecim diſcoꝝ cum pertin' in Horſemendon & Lamberhurſt ut jus & hereditatem ſuam Et in quo idem Tho. non het ingrm niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine Judicio fec̃ p̃fat̃ Georgio & Jacobo infra trigint̃ annos &c. & unde dic̃ q̃d ipſimet fuer̃ ſeiſit̃ de manerio tẽtis & reddit̃ pred cum ptin̄ in dñico ſuo ut de feodo & jure tempore pacis Dnī Regis nunc capiend' inde expleſ̃ ad valenc̃ &c. Et in quo &c. & inde pduc̃ ſectam &c. Et p̃dcus̃ Thomas in ppria perſona ſua ven̄ & defend̄ jus ſuū quando &c. Et voc̃ inde ad Warr̃ Edrū Howſe qui p̃ſens exiſten̄ tunc in Cur̃ in ppr̃ perſon̄ ſua Et gratis maneriū tẽta & reddit̃ p̃dict̃ cum ptin̄ ei Warr̃ &c. Et ſup hoc pred Georgius & Jacobus pet̃ ꝟſus ipm̄ Edrū tenen' p warr̃ ſuā maneriū tẽta & reddit̃ p̃d cum ptin̄ in forma p̃dcā &c. Et unde dic̃ q̃d ipimet ſeiſit̃ de manerio tẽtis & reddit̃ p̃d cum ptin' in dñico ſuo ut de feodo & jure tempore pacis tempore Dnī Regis tunc capiend inde expleſ̃ ad valenc̃ &c. Et in que &c. Et inde pduc̃ ſectam &c. Et pred Edrus̃ tenen' per Warr̃ ſuam defend jus ſuū quando &c. Et dic̃ q̃d pred Hugo non diſſeiſivit p̃fat̃ Georgiū & Jacobū de manerijs tẽtis & reddit̃ p̃d' cum pertin' put ijdem Georgius & Jacobus per brē & narracõnem ſua p̃dcā ſuperius ſuppon' Et de hoc pon' ſe ſuper priam̃ &c, & pred Georgius & Jacobus pet̃ licenc̃ inde interloquendi Et habent &c. Et poſtea ijdem Georgius & Jacobus reven' ibm in Cur̃ apud Weſtm̃ iſto eodem Termino in ppr̃ perſonis ſuis Et pred Edrus̃ licet ſolempnit̃ exact̃ non reven' Set in contempt̃ Cur̃ receſſit & defalt̃ fec̃ Jō conſ̃ eſt q̃d pred Georgius & Jacobus recuperent ſeiam ſuam ꝟſus prefat̃ Thomam de manerio tẽtis & reddit̃ pred cum pertin' Et q̃d idem Thomas habeat de terra p̃dcī Edrī ad valenc̃ &c. Et idem Edrus̃ in miā &c. Et ſuper hoc pred Georgius & Jacobus pet̃ brē Dnī Regis de habere faciend eis plenariam ſeiſinam de manerio tẽtis & reddit̃ pred cum pertin' Vic̃ Com̃ p̃d dirigend Et eis conceſſū fuit rete in Cur̃ p̃d indilate &c. Quodq; poſtea ſcilt quintodecimo die Novembris iſto eodem Termino ven' in Cur̃ pred ibm̃ apud Weſtm̃ p̃d Georgius & Jacobus in ppr̃ perſon' ſuis Et Vic̃ videlt Robtus Lewkenet Mil' modo mand q̃d ipē virtute bris p̃d' ſibi directi decimo die Novembris tunc ult̃ preterit' habere fec̃ p̃fat̃ Georgio & Jacobo plenariam ſeiam de manerio tẽtis & reddit̃ p̃d' cum pertin' put per brē illud

Ceo ſerroit recite en le *Preterperfect Tenſe.*

Judgment en le Recovery.

Habere facias ſeiſinam agard & le retorne de ceo.

ſibi precept fuit &c. put per recuperare p̃d modo hic Jur' pred oſtenſ̃ & in evidenc' dat plenius apparet Et Jur̃ pred̃ ulterius dicunt ſup ſacrm ſuu predcm q̃d p̃d' Thomas Bathurſt poſtea & ante pred' tempus quo &c. ſcilt viceſimo quinto die Febr̃ anno regni Dni Caroli primi nup Regis Anglie &c. octavo fecit & ut fcm ſuu deliberavit quandam Indenturam ſuam ſub ſigillo ſuo ſigillat inter ipm p̃fat Thomam Bathurſt p nomen Thome Bathurſt de Gowdhurſt in Com̃ Kanc' Ar̃ ex una parte Et quoſdm Walteru Roberts Mil' & Bar' & Henr' Criſp Ar' per nomina Walteri Roberts de Glaſſenbury in parochia de Cranebrooke in p̃dc̃o Com̃ Mil' & Barr' & Henr̃ Criſpe de Birchington in Inſula de Thanett in Com̃ p̃dc̃o Ar̃ ex altera parte fact geren dat dc̃o viceſimo quinto die Februarij anno regni dci Dni Caroli primi nuper Regis Anglie &c. octavo ſup̃dicto tenor cujus quidem Indenture ſequitur in hec verba: This Indenture made the Five and twentieth Day of *February* in the Eighth Year of the Reign of our Sovereign Lord *Charles*, by the Grace of God of *England*, *Scotland*, *France* and *Ireland* King, Defender of the Faith, *&c.* between *Thomas Bathurſt* of *Gowdherſt* in the County of *Kent* Eſq; of the one Part, and Sir *Walter Roberts* of *Glaſſenbury* in the Pariſh of *Cranebrooke* in the ſaid County, Knight and Baronet, and *Henry Criſpe* of *Birchington* in the Iſle of *Thanett* in the ſaid County, Eſq; of the other Party, witneſſeth, That whereas the ſaid *Thomas Bathurſt* now is and ſtandeth ſeiſed of in his Demeſne as of Fee of and in the Manor of *Pullens*, with the Rents and Services thereunto belonging, *viz.* of and in all that Meſſuage or Tenement, Dove-houſe, Barns, with all other the Buildings thereunto belonging, Cloſes, Gardens, Orchards, Forſtalls, called or known by the Name of *Pullens*; together with all thoſe pieces or parcels of Lands, Meadow, Arrable, Paſture-grounds and Wood-lands thereunto belonging or appurtaining, or as Part, Parcel or Member thereof, now or heretofore accepted, reputed, taken or known, with all and ſingular their Appurtenances now or late in the Tenure or Occupation of one *Richard Eſtland*, or his Aſſigns; and alſo of and in all that little Houſe or Cottage now or late in the Tenure or Occupation of one *William Allen*, and of and in all thoſe pieces or parcels of Land, Meadow and Paſture lately purchaſed of *Thomas Hickmott* of *Horſemonden* in the ſaid County; together with one other little Houſe or Cottage, parcel of the laſt recited Premiſſes now or late in the Tenure or Occupation of one *Edward Packham*, commonly called or known by the Name or Names of *Colebecke* and *Pell*; and of and in all the Shawes and Wood-lands to the ſaid ſeveral Houſes or Cottages, or any of them, belonging or appertaining, with their Appurtenances: All which ſaid Premiſſes

Que le dit *Thomas B.* 25 Feb. 8. Car. 1. fiſt un Indent' enter luy d'un part & Sir *Walter Roberts* & *Hen. Criſp* d'auter part.

Le Indenture *in hæc verba.*

En que eſt recite que le dit *Thomas B.* fuit ſeiſie en Fee, &c.

ſes do contain in the whole, by Eſtimation, Two hundred Acres of Land and Wood, more or leſs, and are ſeverally ſituate, lying or being in the Pariſhes of *Horſemonden* and *Lamberhurſt* in the ſaid County of *Kent*. And whereas there is a Marriage intended, and very ſhortly, by the Grace of God, to be had and ſolemniſed between the aforeſaid *Thomas Bathurſt* and one *Elizabeth Hooper*, Second Daughter of *John Hooper*, Eſq; late of *Stockbury* in the ſaid County deceaſed; Now this Indenture further witneſſeth, That the ſaid *Thomas Bathurſt*, as well for and in recompence and ſatisfaction of a Jointure or Dower to be had for the ſaid *Elizabeth*, in Caſe after ſuch Marriage ſo had ſhe the ſaid *Elizabeth* ſhall fortune to ſurvive and over-live him the ſaid *Thomas Bathurſt*, as alſo for the Advancement of the Iſſues Males of the Body of the ſaid *Elizabeth* by him the ſaid *Thomas* to be begotten, doth for himſelf and his Heirs covenant and grant to and with the ſaid Sir *Walter Roberts* and *Henry Criſpe*, their Heirs and Aſſigns, and to and with every of them, by theſe Preſents, That he the ſaid *Thomas Bathurſt* and his Heirs, and all other Perſon or Perſons claming in, by, from or under him or them immediately from and after the ſealing and delivery of this preſent Indenture, ſhall ſtand and be ſeiſed of and in all and ſingular the aforeſaid Meſſuages or Tenements, Cottages Lands, Arable, Paſture and Wood-lands, with all and ſingular their Appurtenances, except of one parcel of Wood-land thereof called *Heyden* in *Lamberhurſt* aforeſaid, to the Uſes and Intents hereafter in theſe Preſents expreſſed and declared, That is to ſay, To the uſe and behoof of them the ſaid *Thomas* and *Elizabeth*, during and by the full time and term of their natural Lives, and of the Life of the longeſt Liver of them two, and from and after the Deaths of them the ſaid *Thomas* and *Elizabeth*, and of the longeſt Liver of them two, then to the only and proper uſe and behoof of the firſt Heir Male of the Body of the ſaid *Elizabeth* by the ſaid *Thomas* to be begotten, and of the Heirs Males of his Body lawfully to be begotten; and for default of ſuch Iſſue to the uſe and behoof of the Second Heir Male of the Body of the ſaid *Elizabeth* by the ſaid *Thomas* to be begotten, and of the Heirs-Males of his Body lawfully to be begotten; and for Default of ſuch Iſſue, to the uſe and behoof of the Third Heir-Male of the Body of the ſaid *Elizabeth* by the ſaid *Thomas* to be begotten, and of the Heirs-Males of his Body lawfully to be begotten; and for default of ſuch Iſſue, to the uſe and behoof of the Fourth Heir-Male of the Body of the ſaid *Elizabeth* by the ſaid *Thomas* to be begotten, and of the Heirs-Males of his Body lawfully to be begotten; and for default of ſuch Iſſue, to the uſe and behoof of the Fifth Heir-Male of the Body of the

Recitant auxi que un marriage fuit intend enter luy & *Eliz. Hooper*.

Il per meſme l'Indent' pur un Jointure pur le dit *Eliz.* & pur advancemt' de lour Iſſues male.

Covenant, &c. ove les dits Truſtees que il & ſes Heirs, &c. eſtoyer' ſeiſie de touts les premiſes.

Al uſe de luy meſme & le dit *Eliz.* pur lour vies.

Rem' al primer Heir-male de lour corps & al Heirs-males de ſon corps.

Rem' al 2d. Heir-male en meſme le manner.

Et iſſint al 3, 4, 5 & 6 Heir-male.

ſaid *Elizabeth* by the ſaid *Thomas* to be begotten and of the Heirs Males of his Body lawfully to be begotten; and for default of ſuch Iſſue, to the uſe and behoof of the Sixth Heir-Male of the Body of the ſaid *Elizabeth* by the ſaid *Thomas* to be begotten, and of the Heirs-Males of his Body lawfully to be begotten; and for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of him the ſaid *Thomas Bathurſt* for ever, and to no other uſe or uſes, end, intent or purpoſe whatſoever. **Prout per Indenturam p̃d̃ ult' mencõnat̃ p̃fat̃ Juſtic' & Jur̃ p̃d̃ modo hic oſtenſ̃ ꝓbat̃ lect̃ & in evidenc̃ dat̃ (inter al') plenius liquet & apparet Et Jur̃ p̃d̃ ulterius dicunt ſuper ſacrm̃ ſuũ p̃dcm̃ q̃d p̃d' Thomas Bathurſt poſtea & ante p̃d' tempus quo &c. ſcilt viceſimo ſexto die p̃d' menſis Februar̃ anno regni dc̃i nuper Regis Caroli primi octavo duxit in uxorem ſuam p̃nominat̃ Elizabetham Hooper & eidem Elizabethe Hooper l̃ittime marritat̃ fuit Ac quod p̃d Thomas Bathurſt poſtea & ante p̃dcm̃ tempus quo &c. ſcilt viceſimo ſeptimo die Februar̃ anno regni dc̃i nup Regis Caroli primi nono apud Gowdhurſt p̃d' in Com̃ Kanc' p̃d' obijt ſine aliquo exitu de tempore ſuo l̃ittime ꝓcreat̃ q̃dq; p̃dc̃a Elizabetha ux' p̃fat̃ Thome ipm̃ ſupvixit Et poſtea & ante predcm̃ tempus quo &c. ſcilt viceſimo octavo die Februar̃ anno regni dicti nuper Regis Caroli primi nono ſup̃dict̃ in maneriũ & in teñta pred' intravit & fuit inde ſeiſit̃ ꝓ & durante termino vite ipſius Elizabethe reṽcõne inde ſpectañ rectis hered' ipſius Thome Bathurſt Ac Jur̃ pred' ulterius dicunt ſuper ſacrm̃ ſuũ p̃d' q̃d' poſtea & ante p̃dcm̃ tempus quo &c. ſcilt primo die Octob̃ anno Dñi millimo ſexcenteſimo quinquageſimo octavo pred' Willus Bathurſt frater ipſius Thome condidit teſtament̃ & ultimam voluntatem ſuam in ſcriptis (inter al') in hijs Anglicanis verbis ſequeñ:** In the Name of God, Amen. I *William Bathurſt* of *Eltham* in the County of *Kent*, Merchant, do make and ordain this my laſt Will and Teſtament in manner and form following: I give to my loving Wife my Reverſion of one third part of the Manor of *Pullens* with the Lands and Tenements after the Deceaſe of my Siſter *Elizabeth Bathurſt*, Widow, during her natural Life; and as touching my Land given to my Wife as aforeſaid after her Deceaſe I give as followeth: To my Daughter *Elizabeth* and her Heirs a quarter part of a third part of the Premiſſes accrewing to me after the Deceaſe of the Relict of my Brother *Thomas Bathurſt* deceaſed, called *Pullens*, lying in the Pariſhes of *Horſemonden* and *Lamberhurſt* in the County of *Kent*. *Item*, I give One quarter part of the ſaid Meſſuages, Lands and Premiſſes to my Daughter *Mary* and her Heirs: *Item* I give to my Daughter *Nazareth* and her Heirs one quarter part of the ſaid Meſuages, Lands and Tenements

Rem. al droit Heirs del dit *Tho. B.*

Que le dit *Thomas B.* fuit marrie al dit *Eliz.* 26 Feb. 8. Car. 1.

Que le dit *Thomas B.* moruſt ſans Iſſue 27 Feb. 9 Car. 1.

Que le dit *Eliz.* enter, & fuit ſeiſie pur ſa vie *reverſione inde* al droit Heirs del dit *Thomas B. ſpectan'*.

Que le dit *William B.* le frere del dit *Thomas B.* 1 Oct. 1658. fiſt ſon volunt, *in hæc verba.*

ments: *Item* I give to my Daughter *Anne* and her Heirs one other quarter part of the ſaid Meſuages, Lands and Premiſſes. Prout ꝑ eandem ultimam voluntatem & teſtament̄ p̄dict̄i Willielmi Bathurſt p̄fat̄ Juſtic̄ & Jur̄ p̄d' modo hic oſtens̄ ꝓbat̄ lect̄ & in evidenc̄ dat̄ (int̄ al') liquet & apparet Et Jur̄ p̄dict̄i ulterius dicunt ſuꝑ ſacru' ſuu' p̄dictum qd̄ p̄dictus Willielmus Bathurſt poſtea & ante p̄dictum tempus quo &c. ſcil̄t die anno Dn̄i Mill̄imo ſexcenteſimo quinquageſimo apud Eltham in Com̄ p̄d' obiit Quodq; poſtea & ante p̄dictum tempus quo &c. ſcil̄t primo die Decemb̄r anno regni Dn̄i noſtri Caroli ſecundi nunc Regis Angl' &c. Triceſimo ſecundo p̄dicta Elizabetha Bathurſt vid̄ ac relicta p̄nominat̄ Thome Bathurſt apud Gowdhurſt p̄d in Com̄ Kanc̄ p̄d obiit Quodq; poſt mortem p̄dicte Elizabethe Bathurſt vid̄ & Relict̄ p̄d Thome Bathurſt & ante p̄dictum tempus quo &c. ſcil̄t decimo die Decembris anno regni Dn̄i Caroli ſecundi nunc Regis Angl' &c. triceſimo ſecundo ſupradc̄o p̄dictus Edwardus Bathurſt modo defend̄ filius & heres Edwardi Bathurſt fratris & hered̄ Thome Bathurſt p̄d in manerium & tenementa p̄d cum ꝑtin̄ intravit & fuit inde ſeiſ̄ ꝓut lex poſtulat Et Jur̄ p̄dicti ulterius dicunt ſuꝑ ſacrū ſuū p̄d quod manerium & tenementa p̄d cum ꝑtiñ ſunt & a tempore cujus contrarij memoria hominum non exiſtit fuer̄ de tenura antiqui dominici Coron̄ Dn̄i Regis Angl' in feodo & a toto tempore ſupdc̄o tent̄ fuer̄ & adhuc tent̄ ſunt de manerio de Aylesford in Com̄ Kanc̄ p̄d ac quod p̄dictum manerium de Aylesford cum ꝑtin̄ eſt & a tempore cujus contrarij memoria hominum non exiſtit fuit de antiquo dominico Coron̄ Dn̄i Regis nunc Angl' Et Jur̄ p̄dict̄i ulterius dicunt ſuꝑ ſacrū ſuum p̄d quod p̄dictus Edwardus Bathurſt filius modo defendens ſic ut prefertur de & in p̄d manerio & tenementis p̄d cum ꝑtin̄ ſeiſ̄ exiſten̄ int̄ placita apud Weſtm̄ coram Francō North Mil' & Sociis ſuis Juſtic̄ dicti Dn̄i de Banco C. Termino Sancte Trinitatis anno regni dicti Dn̄i Regis Caroli ſecundi triceſimo tercio int̄ al' Recordatur quod p̄dictus Edwardus Bathurſt filius ꝑ nomen Edwardi Bathurſt Ar̄ filij & hered̄ Edwardi Bathurſt Ar̄ fratris & hered̄ Thome Bathurſt Ar̄ Attach̄ fuit ad reſpondend̄ Thome Colepepyre Baronet̄ filio & heredi Ricardi Colepepyre Baronet̄ filij & heredis Willielmi Colepepyre Bar̄ de placito quare cum idem Thomas Colepepyre ꝑ decem annos jam ult̄ elaps' ſeiſ̄ fuiſſet & adhuc ſeiſ̄ exiſtit de manerio de Aylesford cum ꝑtin̄ in Com̄ p̄dicto in dominico ſuo ut de feodo Quodquidem manerium cum ꝑtin̄ eſt & a tempore cujus contrarij memoria hominum non

Que le dit *W. B.* moruſt, &c.

Que 1 Dec. 32 Car. 2. le dit *Eliz.* le Relict del dit *T. B.* moruſt.

Que 10 Dec. 32 Car. 2. le Def. *E. B.* enter come droit heir del dit *T. B.*

Que le dit Manor & tenements en queſtion ſont auncient demeſne, & tenus del Manor de *Aylsford.*

Que le Def. eſteant ſeiſie, &c. *Recordatur inter placita apud Weſtm'*, &c. Trin. 33 Car. 2. en C. B. Que le Def. fuit attach en un Brief de Diſceit a reſponder al Sir *T. Culpepper* ſeigneur del Manor de *Aylsford* pur reverſer le dit Common Recovery, &c.

non exiſtit fuit de antiquo dominico Corone Dn̄i Regis Angl' ac omnia terre & tenementa q̄ de eodem manerio tenentur a toto tempore ſupradicto fuer' placitabilia & placitat' in Cur' manerij p̄dicti coram Seneſcallo Cur' ejuſdem manerij p tempore exiſten p breve Dn̄i Regis de recto Clauſo & non alibi ſecundum cons' ejuſdem manerij a toto tempore ſupradicto uſitat' in eodem p̄dicto tamen Thoma Bathurſt in vita ſua ac quibuſdam Georgio Maplesden Gen & Jacobo Sarys Gen jam ſitit' defunct' p̄miſſorum non ignar' ſed machinan p̄dcum Will'm & Succedentes dnos̄ manerij p̄dicti de pficuo manerij illius callide decipere & defraudare p̄dicti Georgius Maplesden & Jacobus Sarys decimo ſeptimo die Octobr' anno regni Dn̄i Caroli nup Regis Angl' primi ſeptimo p̄fat' Willielmo de manerio p̄dicto cum ptin in dominico ſuo ut de feodo tunc ſeiſ' exiſten pſecut' fuer' extra Cur' Cancellar' dicti nup Regis eadem Cur' apud Weſtm in Com Midd tunc exiſten quoddam breve originale ipſius nup Regis de Ingru ſup diſſeiſinam in le poſt verſus p̄fat' Thomam Bathurſt de manerio de Pullens cum ptin' ac un meſuagio uno Columbar' un gardino quinquaginta acris terre decem acris prati quinquaginta acris paſture Centu acris boſci ſeptem ſolidat' reddit' & reddit' quindecim diſcor' cum ptin' in Horſemonden & Lamberhurſt in p̄d Com Kanc' tunc vic' ejuſdem Com direct' & coram Juſtic' ipſius nup Regis apud Weſtm p̄dictam in Craſtino Animarum tunc px' ſequen retornabile p̄textu cujus quidem brevis ac retorn ejuſdem ad eundem Crm Alia' fact' hitoq; ſup inde legis pceſſu ac ceteris circumſtantiis in humoi caſu concurrentibus & requiſit' iidem Georgius & Jacob; termino Sci Michis anno ſeptimo ſupdicto recuperaverunt verſus p̄fat' Thomam Bathurſt p̄dictum manerium de Pullens ac tenementa & reddit' p̄d cum ptin put per Recordum & pceſſum inde in Cur' Dn̄i Regis nunc coram Juſtic' ſuis ibm ſcilt apud Weſtm p̄dcam reſiden plenius apparet Quequidem recuperacō hi' fuit ad uſum p̄dicti Thome Bathurſt & hered ſuor' imperpetuum p̄textu cujuſquidem recuperacōnis ac vigore cujuſdam actus in Parliamento Dn̄i Henrici nup Regis Angl' octavi apud Weſtm in Com Midd quarto die Februar' anno regni ſui viceſimo ſeptimo de uſibus in poſſeſſionem transferendis tent' edit' & pviſ p̄dcus' Thomas Bathurſt fuit ſeiſ' de & in predicto manerio de Pullens ac ten̄tis & reddit' predictis cum pertin' in dominico ſuo ut de feodo Et idem Thomas Colepeppyre ulterius dicit quod manerium ten̄ta & reddit' illa cum pertin' in predicto brevi de Ingru ſpec' predicto tempore proſecucōnis ejuſdem brevis ac tempore recuperacon predicte ſuperinde ut prefertur hit fuer̃ tent̃ de predicto Willmo Colepeppyre ut de manerio ſuo de Ayliſford pred & a toto tempore ſupradicto uſque pred diem impetracõnis brevis predicti ſecundum conſ ejuſdem manerij de Ayliſford in Cur̃ manerij illius & non alibi placitabilia & placitat fuer̃ per quamquidem recuperacon in forma predicta hit predictum manerium de Pullens & teñta & reddit pred cum pertin libm feodum & ad cõem legem plitabil & placitat devenerunt in decepcõnem Cur p̃dicti Willielmi tunc Dni manerij de Ayliſford p̃d Et ipſius Thome Colepeppyre exhereditacõnis pictm manifeſtum ad dampnu ipſius Thome Colepeppyre quadraginta librarum &c. Et unde idem Thomas Colepeppyre p Hope Gifford Attorn ſuu queritur quare cum idem Thomas Colepeppyre p decem annos jam ult elapſ ſeit fuiſſet & adhuc ſeit exiſtit de manerio de Ayliſford cum ptin in Com p̃dicto in dominico ſuo ut de feodo Quodquidem manerium cum ptin eſt & a tempore cujus contrarij memoria hom non exiſtit fuit de antiquo dominico Corone Dni Regis Angl ac omnia terre & teñta que de eodem manerio tenentur a toto tempore ſup̃dicto fuer placitabil & placitat in Cur̃ manerij p̃dicti coram Seneſcallo Cur̃ ejuſdem manerij p tempore exiſten' p breve Dni Regis de recto Clauſo & non alibi ſecundum conſ ejuſdem manerij a toto tempore ſup̃dicto uſitat in eodem p̃dicto tamen Thoma Bathurſt in vita ſua ac quibuſdam Georgio Mapleſden Gen & Jacobo Sarys Gen jam ſcilt defunct p̃miſſorum non ignaris ſed machinan p̃dcum Willielmum & Succedentes dnos manerij p̃dicti de pficuo manerij illius callide decipere & defraudare p̃dci Georgius Mapleſden & Jacobus Sarys decimo ſeptimo die Octobris anno regni Dni Caroli nup Regis Angl primi ſeptimo p̃fat Willielmo de manerio p̃d cum ptin' in dominico ſuo ut de feodo tunc ſeit exiſten' proſecut fuer extra Cur Cancellar dci nup Regis eadem Cur̃ apud Weſtm in Com Midd tunc exiſten' quoddam breve Originale ipſius nup Regis de Ingru ſup diſſeiſinam in le poſt verſus p̃fat Thomam Bathurſt de manerio de Pullens cum ptin' ac uno Meſuagio uno Columbar uno gardino quinquaginta acris terre decem acris prati quinquaginta acris paſture centum acris boſci ſeptem ſolidat reddit & reddit quindecim diſcor cum ptin in Horſemonden & Lamberhurſt in p̃dco Com Kanc tunc Vic ejuſdem Com direct & coram Juſtic ipſ nup Regis apud Weſtm p̃dcam in Craſtino Animarum tunc px ſequen retornabile p̃textu cujus quidem brevis ac retorn ejuſdem ad eund Craſtinu Animar fact habitoqz ſuperinde legis pceſſu ac ceteris circumſtantijs in humoi caſu concurrentibus

Le Count en le Brief de Diſceit.

tibus & requiſit' ijdem Georgius & Jacobus Termino Sci Michaelis anno ſeptimo ſup̄dict' recuperaverunt Uſus p̃fat' Thomam Bathurſt p̃dcm̃ Manerium de Pullens ac ten̄ta & reddit' p̃dca cum ptin' put p recordu & pceſſum inde in Cur' Dni Regis nunc coram Juſtic' ſuis ibm ſcitt apud Weſtm p̃dcam reſiden plenius apparet Quequidm recuperac̄o habita fuit ad uſum p̃d Thome Bathurſt & hered ſuorum imppetuu pretextu cujus quidem recuperacon ac vigore cujuſdm̃ Actus in Parliamento Dni Henrici nup Regis Anglie octavi apud Weſtm̃ in Com̃ Midd' quarto die Februar' anno regni ſui viceſimo ſeptimo de uſibus in poſſeſſionem transferendis tent' edit' & pviſ̃ pred' Thomas Bathurſt fuit ſeiſit' de & in p̃dc̄o manerio de Pullens ac ten̄tis & reddit' p̃d' cum ptin' in dñico ſuo ut de feodo Et idem Thomas Colepeppyre ulterius dic̄ q̄d maneriu ten̄ta & reddit' ill' cum ptin' in p̃dc̄o brv de Ingru ſpec̄ p̃dc̄o tempore pſecuc̄onis ejuſdem br̄is ac tempore recuperac̄onis p̃dc ſuperinde ut p̃fertur habit' fuer' tent' de p̃dc̄o Willo Colepeppye ut de Manerio ſuo de Aylesford p̃d' & a toto tempore ſupradicto uſq; p̃dcm̃ diem impetrac̄onis br̄is p̃dci ſecdm̃ conſ̃ ejuſdem manerij de Ayliſford in Cur' manerij illius & non alibi plitabilia & plitat' fuerunt p quamquidem recuperac̄onem in forma p̃dca habit' p̃dcm̃ maneriu de Pullens & ten̄ta & reddit' p̃d' cum ptin' libum feodum & ad cōem legem plitabil' & plitat' devenerunt in decepc̄onem Cur' p̃d Willi tunc Dni manerij de Ayliſford p̃d' Et ipſ̃ Thome Colepeppyre exheredita c̄onis piculum manifeſtum ad dampnu ipſius Thome Colepeppyre quadragint' librarum Et inde pducit ſectam &c. Et p̃d' Edrus' Bathurſt defend' p Edm̃ Hadſall Attorn ſuũ ven & defend' vim & injur' quando &c. Et dic̄ q̄d ipe non poteſt dedicere acc̄onem p̃dc̄i Tho. Colepeppyre predcam̃ nec quin idem Thomas eſt & per decem annos jam ult' elaps' fuit ſeiſit' de predc̄o manerio de Ayliſford cum pertiñ in dñico ſuo ut de feodo nec quin idem maneriũ cum pertin' ſit & a tempore cujus contrarij memoria hominũ non exiſtit fuit de antiquo dñico corone Dni Regis Anglie nec quin omnia terre & ten̄ta que de eodem manerio tenentur a toto tempore ſupradicto fuerunt placitabilia & plitat' in Cur' Manerij p̃d' coram Seneſchallo Cur' ejuſdem manerij p tempore exiſten' p bre Dni Regis de recto clauſo & non alibi ſecdm̃ cons' ejuſdem manerij a toto tempore ſupradicto uſitat' in eodem Ac q̄d manerium ten̄ta & reddit' p̃d' cum pertin' in predc̄o brv de Ingru ſpecificat' p̃d' tempore pſecuc̄onis ejuſdem br̄is ac tempore recuperac̄onis p̃dc ſupinde ut p̃fertur habit' fuerunt tent' de p̃d' Willo Colepeppyre ut de manerio ſuo de Ayliſford p̃d' & a toto tempore ſup̄dict' uſq; p̃dcm̃ diem impetrac̄onis br̄is p̃d ſecdm̃

cons'

Le Def. en le brief de Diſceit confeſs le Action.

conſ' ejuſdem manerij de Ayliſford in Cur' manerij illius & non alibi pl'itabil' & pl'itat' fuerunt put p̄d' Thomas Colepepyr p br̄e & narr' ſua p̄dca ſuperius ſuppon' Jō conſ' eſt q̄d idem Thomas reheat Cur' ſuam videlt q̄d manerium teñta & reddit' p̄dca cum pertin' in eodem br̄ de Ingr̄u ſpec̄ in eadem Cur̄ placitentur & deducantur & amodo ſunt infra Juriſdictionem Cur̄ illius non obſtante Judicio p̄dc̄o in p̄dc̄o br̄ de Ingr̄u in p̄dca Cur' dc̄ nup Regis ib̄m apud Weſtm habito & q̄d recuperac̄o p̄dca adnulletur & p nullo penitus teneatur Et q̄d idem Thomas ad omnia que ip̄e occ̄one Judicij illius ſuper eodem br̄ de Ingr̄u amiſit reſtituatur Et p̄d Edrus Bathurſt defendens in mia &c. put p recordu inde apud Weſtm p̄d in Com Midd de recordo remanen plenius liquet & apparet Et Jur' p̄dc̄i ulterius dicunt ſup ſacrm ſuu p̄dcm q̄d poſtea & ante p̄dcm tempus quo &c. ſcilt primo die Aprilis anno regni Dn̄i noſtri Caroli ſecundi nunc Regis Anglie &c. triceſimo quarto Elizabetha Bathurſt Vid̄ nuper ux' prefat' Willi Bathurſt defunct' in maneriu & teñta p̄dca cum ptin intravit & fuit inde poſſeſſionat' Ac q̄d eadem Elizabetha Bathurſt Vid̄ relicta Willi Bathurſt poſtea & ante predcm tempus quo &c. ſcilt ſeptimo die p̄dc̄ menſis Aprilis anno triceſimo quarto ſupradic̄to fecit & ut fcm ſuu deliberavit quandam Indenturam ſuam ſub ſigillo ſuo ſigillat' inter ipam p̄fat' Elizabetham Bathurſt ult' nominat' p nomen Elizabethe Bathurſt de Batterſey in Com Surr' Vid̄ relict' Willi Bathurſt nuper de Eltham in Com Kanc' defunct' ex una parte Et quendam Thomam Crampe p nomen Thome Crampe de Lamberhurſt in Com Kanc' Agricol' ex altera parte fact' geren dat' dc̄o ſeptimo die Aprilis anno triceſimo quarto ſup̄dic̄to tenor cujus quidem Indenture ſequitur in hæc verba. Mes n'eſt aſcun beſoigne a incerter ceo icy ceo eſteant ſolement un Leaſe pur 5 Ans de les Premiſſes per le dit *Eliz.* al dit *Crampe*. Et Jur' p̄d ulterius dic' ſup ſacrm ſuu p̄dcm q̄d p̄d Eliz. Bathurſt Vid̄ relict' p̄dc̄ Willi Bathurſt adhuc ſuperſtes & in plena vita exiſtit. Ils auxi troveront le Leaſe entry & ouſter en le Narr' & fount un general Concluſion *ſi cul'*, *&c.*

Judgment pur le Pl. en le Brief de Diſceit.

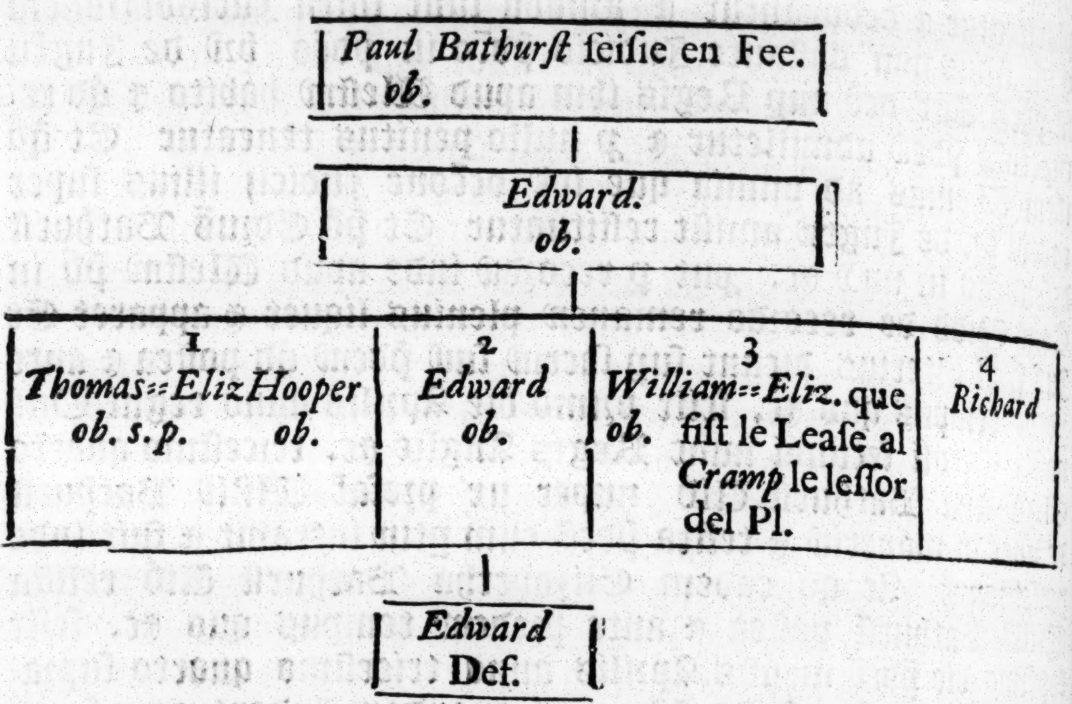
Le Def. amerce.

Eſt trove ouſter, Que la dit *Eliz.* le Relict del dit *Will. B.* enter 1 Apr. 34 Car. 2.

Et le per Indent' le 7. del meſme mois demiſe, &c. al Leſſor del Pl. pur 5 ans.

Et que le dit *Eliz.* eſt ore en Vie.

Tant del Pedegree en ceo Caſe que eſt requiſite a prender ceo pluis facilment.


Paul Bathurſt ſeiſie en Fee.
ob.
Edward.
ob.
1
Thomas==*Eliz Hooper*
ob. s.p.
ob.
2
Edward
ob.
3
William==*Eliz.* que fiſt le Leaſe al *Cramp* le leſſor del Pl.
ob.
4
Richard
Edward
Def.

LE Matter ſur que le Counſel del Plaintiff inſiſt en le Argument de ceo Caſe fuit, que le Indent' fait per *Paul B.* fuit void, pur ceo que nul Execution de ceo eſt trove, ou per Livery & ſeiſin, Attornment, ou auterment; & per conſequence les terrs diſcend al *Edward* ſon Fits & Heire, & de luy (les terrs eſteant Gavelkind terrs) al ſes 4 Fits, & donques le Entry & Seiſin de *Thomas* le eigne Frere fuit un Entry & Seiſin de touts ſes auters Freres Coparceners ove luy, & donques *William* le tierce Frere & le Baron de dit *Eliz.* ad bone poyar a deviſer le tierce part al dit *Eliz.* & per conſequence le Leaſe fait per luy al *Cramp*, & le Leaſe fait per luy al Pl. ſont bone.

Mes al ceo fuit reſpond per le Counſel de Defendant, que le Court de eux meſmes ne prenderont cogniſance que Terrs en le County de *Kent* ſont de le Cuſtom de Gavelkind, ſans aſcun choſe alledge, ou trove de Record a prover ceo, & pur ceo en *Litt. Sect.* 265. eſt dit, que Parceners per le Cuſtom ſont, ou home eſt ſeiſie en Fee ou Taile de Terrs appel Gavelkind deins le County de *Kent*, & ad Iſſue divers Fits & moruſt, tiels Terrs deſcenderont al touts les Fits per le Cuſtom, & ils egalment Inheriteront, & Brief de Partit. giſt enter eux; mes donques covient que en le Declaration mention ſoit fait de le Cuſtom. Et le Sñr *Coke* en ſon Comment ſur ceſt Section dit, que fuit bien dit per *Littleton*, que en le Declaration mention ſerra fait de le Cuſtome, come adire que le Terre eſt de le Cuſtome de Gavelkind; mes il ne preſcribera en ceo; & iſſint eſt de Borough *Engliſh*. Et ceux deux variont en ceſt point des auters Cuſtomes; car le Ley quand ils ſont generalment alledge, prendra cogniſance de eux; mes en ceſt Caſe n'eſt alledge *omnino*; Et pur ceo ne ſerra intend d'eſtre Gavelkind-terrs. Et de ceſt Opinion fuit tout le Court. Et pur ceo ſolement, Judgment fuit done pur le Defendant ſans parlans al aſcun auter Matter en le Caſe. *Lutwyche* fuit Accounſel ove le Plaintiff.

Norton v. *Ladd*.

Trin. 1 Jac. 2. Rot. 695. C. B.

Ejectment pur un Meſ. & terrs en *Brinton*, *Briningham* & *Stodey*. Sur le demiſe de *Cecily Cooke* & *Mary Cooke*.

Norf. ſſ. Johannes Ladd nup de Civitat' Norwici Gen̄ Attach fuit ad reſpondend̄ Johanni Norton de placito quare Vi & Armis unū Meſuagium unū Gardinū unū Pomariū quinquaginta acras terre decem acras prati & viginti acras paſture cum ptiñ in Brinton Briningham & Stodey que Cecilia Cooke & Maria Cooke eidem Johanni Norton dimiſer' ad terminum qui nondum p̄teriit intravit & ipm̄ a firma ſua p̄dcā ejecit & alia enormia ei intulit ad grave dampnū ipſius Johannis Norton Et cont' pacem Dnī Regis nunc &c. Et unde idem Johannes Norton per Cuthbertum Brereton Attorn̄ ſuū queritur q̄d cum p̄dicta Cecilia & Maria primo die Aprilis anno Dnī Regis nunc primo apud Brinton p̄d dimiſiſſent eidem Johanni Norton tenementa p̄dcā cum ptinū hend̄ & occupand̄ eadem tenementa cum ptiñ eidem Johanni Norton & Aſſigñ ſuis a viceſimo quinto die Marcij tunc ult' p̄terit' uſque finem & terminñ quinq; Annoꝝ ex tunc px' ſequeñ & plenar' complend̄ & finiend̄ virtute cujus dimiſſionis idem Johannes Norton in tenementa p̄dcā cum pertin' intravit & fuit inde poſſeſſionat' Et ſic inde poſſeſſionat' exiſteñ predictus Johannes Ladd poſtea ſcilt p̄dcō primo die Aprilis anno primo ſup̄dcō Vi & Armis &c. in tenementa p̄d cum ptiñ que p̄dicte Cecilia & Maria eidem Johanni Norton in forma p̄dcā dimiſiſſent ad terminum p̄dictum qui nondum p̄teriit intravit & ipſum a firma ſua predcā ejecit Et alia enormia &c. ad grave dampnum &c. Et cont' pacem &c. unde dic' q̄d deteriorat' eſt Et dampnū het ad valenc' decem libraꝝ Et inde produc' ſectam &c.

Barr. *Non cul.*

Venire facias agard.

Niſi prius, &c.

Le *Poſtea.*

Enqueſt priſe per defalt.

Tales *de Circumſtantibus.*

Verdict'. Quant al part pro Quer.

Et predictus Johannes Ladd per Andream Brereton Attorñ ſuu veñ & defenđ vim & injur' quando &c. Et dic' q̇d ipſe in nullo eſt culpabilis de tranſgr' & ejecc̄one p̃dictis modo & forma ꝓut p̃dictus Johannes Norton ſuperius verſus eum queritur Et de hoc poñ ſe ſuper priam Et p̃dictus Johannes Norton ſimilit' Jō p̃cept' eſt vic' q̇d venire fac' hic a die Sancte Trin' in tres ſeptimanas xij &c. per quos &c. Et qui nec &c. ad recogn' &c. Quia tam &c. Ad quem diem Jurā int' partes p̃dictas de p̃dicto placito pōit' fuit inde int' eas in reſpcm̄ hicuſq; ad hunc diem ſcilt' a die Sancti Michis in tres ſeptimanas tunc ꝓx' ſequeñ niſi Juſtic' Dnī Regis ad aſſiſas in Com̄ p̃dicto capienđ aſſigñ per formam Statuti &c. die Sabbti primo die Auguſti ꝓx' p̃terit' apud Caſtrum Norwici in Com̄ p̃dicto prius veniſſent Et modo hic ad hunc diem veñ p̃dictus Johannes Norton per Attorn' ſuu predictum Et p̃fat' Juſtic' ad aſſiſas coram quibus &c. miſ̃ hic Record ſuu in hec verba Poſtea die & loco infracontent' coram Thoma Jones Mil' capital' Juſtic' Dnī Regis de Banco & Job Charleton Mil' uñ Juſtic' dicti Dnī Regis de Banco Juſtic' ipſius Dnī Regis ad aſſiſas in Com̄ Norf. capienđ aſſigñ per formam Statuti &c. veñ infranominat' Johannes Norton per Attorñ ſuu infracontent' & infraſcript' Johannes Ladd licet ſolempnit' exact' non veñ ſet defalt' fec' Jō Jur' Jurē unde infra fit mentio capiatur verſus eum per defalt' ſup quo Jur' Jurē ill' exact' quidam eorum videlt Thomas Copeman Rogerus Utber Nathaniel Woodrowe Samuel Luwock Johēs Maſon Johannes Chamberlaine Johannes Elger Francuſ̃ Gallant & Thomas Buttolph veñ & in Jur' p̃dictam Jurat' exiſtunt Et quia reſiđ Jur' ejuſdem Jur' non comperuer' Jō alij de circumſtantibus per vic' Com̄ p̃dicti ad hoc elcī ad requiſic̄onem p̃dicti Johannis Norton ac ꝑ mandat' Juſtic' p̃đ de novo apponuntur quor' nōia Panello infraſcript' affilantur ſcdm̄ formam Statuti in humōi caſu edit' & ꝓviſ̃ qui quidem Jur' ſic de novo appōit' videlt Johannes Croſſey Thomas Webb & Martiñ Carſey exact' ſimilit' veñ qui ad veritatem de infracontent', ſimul cum aliis Jur' p̃đ prius Impanellat' & Jurat' dicenđ elci triat' & Jurat' quoad novem acras tres Rodas & dimiđ unius Rode terre cum pertin' de tenementis in narrac̄one infraſcript' ſpecificat' cum pertiñ parcell' dicunt ſuper ſacrū ſuu q̇d p̃dictus Johannes Ladd eſt culpabilis de tranſgr' & ejecc̄one infraſcript' in eiſdem novem acris tribus Rodis & dimiđ unius Rode terre cum pertiñ modo & forma ꝓut predictus Johannes Norton interius verſus eum queritur Et aſſidunt dampna ipſius Johannis Norton occ̄one tranſgr' & ejecc̄onis ill' ult' miſ̃ & cuſtag' ſua per ipm̃ circa ſectam ſuam in hac parte appõit ad ſex denar̃ & p̃ miſ̃ & cuſtag' illis ad quadꝛaginta ſolidos & quoad unũ Gardinũ unũ Pomariũ duas acras & tres Rodas terre decem acras pꝛati & viginti acras paſture cum ptiñ de tenementis in narracõne infraſcript̃ ſpecificat̃ cum ptin' al̃ parcell' dicunt ſup ſacrũ ſuũ q̃d p̃d Johannes Ladd non eſt culpabilis de tranſgr̃ & ejeccõne infraſcript̃ in p̃dictis uno Gardino uno Pomario duabus acris & tribus Rodis terre decem acris pꝛati & viginti acris paſture cum ptiñ modo & foꝛma ꝓut p̃dictus Johannes Ladd interius placitando allegavit Et quoad unum Meſuagium triginta & ſeptem acras unam Rodam & dimid̃ unius Rode terre de tenementis p̃dictis cum ptiñ in narracõne p̃dcã interius mencõnat̃ reſid̃ iidem Jur̃ ſup ſacrũ ſuũ p̃dictum ulterius dicunt q̃d diu ante infraſcript̃ tempus quo dimiſſio infraſpecificat̃ fcã fuit quidam Edmundus Cooke ſeñ fuit ſeiſ̃ in dominico ſuo ut de feodo ad voluntatem Dñi Manerij de Thoꝛnegg cum membꝛis in Com̃ Noꝛf. ſecundum conſuetudinem ejuſdem manerij de & in p̃dictis uno Meſuagio triginta & ſeptem acris una Roda & dimid̃ unius Rode terre cum pertiñ p̃d in Bꝛinton Bꝛiningham & Stodey p̃d exiſteñ cuſtumar̃ tenementa tent̃ de Dñõ manerij p̃d & parcell' de manerio de Thoꝛnegg cum Membꝛis p̃d in Com̃ Noꝛf. p̃d ac dimiſſ' & dimiſſibil' per dominum manerij illius vel per Seneſchallum ſuũ ejuſdem manerij ꝓ tempoꝛe exiſteñ per Copiam Rotl̃oꝛum Cur̃ ejuſdem manerij cuicunque pſone vel quibuſcunque perſonis ea capere volenti vel volentibus in feodo ſimplici vel alit̃ ad voluntatem Dñi ſecundum conſuetudinem manerij p̃dicti Et p̃dictus Edmundus Cooke ſeñ ſic inde ſeiſ̃ exiſten' & hens exit̃ de coꝛpoꝛe ſuo lit̃ime ꝓcreat̃ tres filios videlt Rob̃tum Cooke Edmundum Cooke & Johannem Cooke & tres filias videlt Ceciliam Ellenam & Aliciam idem Edmundus Cooke ſeñ poſtea & ante infraſcript̃ tempus quo dimiſſio infraſpecificat̃ fcã fuit ad Cur̃ manerij de Thoꝛnegg cum Membꝛis p̃d tent̃ ibm quinto die Octobꝛis anno Dñi Mill'imo ſexcenteſimo quinquageſimo nono in ꝓpꝛia pſona ſua & in plena Cur̃ coꝛam toto homagio ſurſum reddidit in manus Dñi manerij p̃dicti per manus Seneſchalli Cur̃ illius omnia ſua cuſtumar̃ Meſuagia terras & tenementa quecunque tam in poſſeſſione quam reverſione infra manerium ill' per Copiam Rotl̃oꝛum Cur̃ ſecundum conſuetudinem manerij p̃dicti ad talem uſum ſive uſus qual' per ultimam ſuam voluntatem ſive teſtament̃ in ſcriptis limitaret ſive appunctuaret Quodq; idem Edmundus Cooke ſeñ habuit Annam tunc uxoꝛem ſuam & poſtea ſcilt nono die Junij anno Dñi Mill'imo ſexcenteſimo ſexageſimo octavo

Quant al aut' part *Non cul.*

Quant al reſidue, un ſpecial Verdict'.

Que un *Edmond Cooke* ſen. ſuit ſeiſie en fee des terrs, eſteant Cõpy-hold terrs, parcel del Manor de *Thornegg.*

Que il ad iſſue 3 fits viz. *Robert Edmond,* & *John*; Et 3 files viz. *Cecily*, *Ellen*, & *Alice.*

Que il 5 Oct. 1659. Surrender al uſe de ſon Volunt.

Le Volunt de *Edmond Cooke* ſen' *in hæc ver-*

octavo fecit & condidit teſtament' & ult' voluntatem ſuam in ſcriptis & per tal' ſuam ult' voluntatem & teſtament' dedit & deviſavit in his Anglicanis verbis ſequen̄ videlt: I give and bequeath to *Anne* my dear and well-beloved Wife, all and every my Houſes, Barns, Stables, Out-houſes, Offices, Yards, Gardens, Orchards, Lands, Tenements and Hereditaments whatſoever within the County of *Norfolk*, of me the ſaid *Edmund*, for and during the ſaid term of her natural Life, except ſuch Lands, and ſuch Room and Rooms as be hereafter excepted, Upon Condition, notwithſtanding (that is to ſay) ſhe my ſaid Wife paying unto *Edmund Cooke* my Son year and yearly during the term of her natural Life the Sum of Ten Pounds. And further, I give and bequeath unto my ſaid Son *Edmund*, all my ſaid Houſes, Barns, Stables, Out-houſes, Offices, Yards, Gardens, Orchards, Lands, Tenements and Hereditaments whatſoever, ſituate, lying and being within the ſaid County, and hereby given unto *Anne* my ſaid Wife for term of her natural Life, to have likewiſe hold and enjoy the ſame, and every Parcel thereof to him the ſaid *Edmund* my Son, and to his Heirs for ever. Prout per ultimam voluntatem predcam̄ p̄dicti Edmundi Cooke p̄ris modo hic in Cur' oſtens̄ ꝓlat' & in evidentiis dat' plenius apparet

Que le dit Teſtator moruſt 1 Aug. 1668. Que le dit *Edmond* le fits fuit admit al Remainder deviſe a luy, ſur producer del Volunt al Court del Manor 8 Maij 24 Car. 2.

Et Juratores p̄dicti ſup ſacrm̄ ſuum p̄dcum̄ ulterius dicunt q̄d poſtea ſcilt primo die Auguſti anno Dnī Millimo ſexcenteſimo ſexageſimo octavo ſupradicto apud Brinton p̄dictus Edmundus Cooke Teſtator obiit poſt cujus mortem ſcilt ad Cur' ſpialem tent' ꝓ manerio de Thornegg cum Membris octavo die Maij anno regni Dnī Caroli ſecundi Regis Angl' &c. viceſimo quarto ven̄ p̄dictus Edmundus Cooke filius p̄fat' Edmundi Cooke defunct' & ꝓtulit in eadem Cur' p̄dictum teſtament' & ult' voluntatem p̄fat' Edmundi Cooke defunct' Et per favorem Dnī manerij illius ſe admitti tenentem ad remaner' predictoꝝ unius Meſuagij triginta & ſeptem acraꝝ unius Rode & dimid' unius Rode terre cum ꝑtin̄ ſup quo p̄dictus Edmundus Cooke filius ad eandem Cur' manerij predicti tent' apud manerium ill' die & anno ult' ſupradicto admiſſus fuit tenens ad predictum remanere eorumdem tenementoꝝ cum ꝑtin̄ hend' ſibi & heredibus ſuis poſt mortem predicte Anne ſecundum conſuetudinem manerij predicti & remanere ill' eidem Edmundo filio adtunc & ibm̄ in eadem Cur' conceſſum fuit per dominū manerij illius ſcdm̄ conſuetudinem ejuſdem manerij tenend' eadem tenementa cum ꝑtin̄ eidem Edmundo filio & heredibus ſuis poſt mortem predicte Anne juxta formam & effcum̄ ult' voluntat' pred' ad voluntatem Dnī ſcdm̄ conſuetudinem manerij predicti ꝓut per Copiam Rotloꝝ Cur' ſu-

Prout per Copiam, &c.

pradict' inde ſcam modo hic in Cur' oſtenſ̃ ꝓlat' & Juratoribus predictis in evidentiis dat' plenius apparet per quod idem Edmundus filius fuit ſeiſ' de remanere ill' ꝑut lex poſtulat Et ſic inde ſeiſ' exiſtens poſtea ſcilt eiſdem die & anno ult' ſupradictis idem Edmundus Cooke filius ven̄ ad eandem Cur' manerij illius in ꝓpria ꝑſona ſua & in plena Cur' iſta ſurſum reddidit in manus Dñi manerij predicti per manus Seneſchalli Cur' illius predicta unum Meſuagium triginta & ſeptem acras unam Rodam & dimid' unius Rode terre cum ꝑtin̄ ad tal' uſum ſive uſus qual' per ultimam voluntatem ſive teſtamentum in ſcriptis limitaret ſive appunctuaret ſecdm conſuetud' manerij predicti Et Juratores predicti ulterius dicunt ſuper ſacrm ſuum predictum qd predictius Edmundꝰ Cooke filius poſtea ſcilt decimo nono die Maij año Dñi Millimo ſexcenteſimo ſeptuageſimo quarto condidit teſtament' & ultimam voluntatem ſua in ſcriptis & ꝑ tal' ſuam ult' voluntatem & teſtamentum dedit & deviſavit in hiis Anglicanis verbis ſequen̄ videlt. I give and bequeath unto *Alice Cooke* my well-beloved Siſter, all my Lands, Houſes, Tenements and Hereditaments whatſoever, for and during the term of her natural Life, after the Deceaſe of *Anne Cooke* my Mother. *Item* I give and bequeath unto *John Cooke* my well-beloved Brother, the whole Remainder of all thoſe Lands and Tenements which I have given to *Alice Cooke* my Siſter for Life, if ſo as that he ſhall ſurvive my Siſter *Alice*; but if it ſhall happen that he ſhall depart this Life before my Siſter *Alice*, then my Will and Mind is, that the ſaid whole Remainder and Reverſion of all the ſaid Lands and Tenements given to him ſhall be to the only Uſe and Behoof of my Siſters *Cicely*, *Ellen* and *Alice*, and to their Heirs for ever. Prout per eandem ult' voluntatem ipſius Edmundi filij modo hic in Cur' oſtenſ̃ ꝓlat' & Juratoribus predictis in evidentiis dat' plenius apparet idemq; Edmundꝰ filius poſtea ſcilt primo die Junij año Dñi ult' ſuprad' apud Brinton predcam obiit ſine Exitu de corpore ſuo ꝓcreat' Et Juratores predicti ulterius dicunt ſuper ſacrm ſuum predictum qd predicte Cecilia Ellena & Alicia Sorores pred' Edmundi filij poſtea ſcilt primo die Auguſti año Dñi Millimo ſexcenteſimo ſeptuageſimo quinto apud Brinton pred' obierunt ſine aliquo exitu de corporibus ſuis ſive de corpore alicujus earum litime ꝓcreat' & predca Anna Cooke vid' mater ipſas Ceciliam Ellenam & Aliciam ſupervixit ac poſtea ſcilt primo die Septembris anno Dnı Millimo ſexcenteſimo ſeptuageſimo quinto apud Brinton pred' obiit Quodq; poſtea ſcilt decimo nono die Januarij año Dnı Millimo ſexcenteſimo & octogeſimo ven̄ pd Johannes Cooke frater

Que al meſme le Court le dit *Edmond* le fits ſurrender al uſe de ſon Volunt.

Son Volunt *in hæc verba.*

Que *Edmond* le fits moruſt 1 Jun. 1674. Et que ſes dits ſoers 1 Aug. 1675. moreront ſans iſſue. Que 1 Sept. 1675. *Anne* le mere moruſt.

Que le dit *John Cooke* le frere de *Edmond* ſur producer del Volunt de ſon frere *Edmond*, fuit admitt, &c.

Prout per Capiam, &c.

Que le dit *John Cooke* 6 Feb. 1682. fiſt un Lett' d'Attorney, &c. a un *J. C.* un Cuſt. Tenant a ſurrender, &c. al uſe del *John Ladd* & ſes heirs. Sur Cond' d'eſtre void ſur payment de 106 l. 27 Feb. 1683.

dicti Edmundi Cooke filij defunct̄ in Cur̄ man̄ij de Thornegg cum Membris p̄d tent̄ eiſdem die & anno ult̄ ſupramencōnat̄ & protulit in Cur̄ ill̄ ult̄ voluntat̄ p̄dicti Edmundi filij fr̄is ejus in ſcriptis confect̄ geren̄ dat̄ p̄dicto decimo nono die Maij anno Mill'imo ſexcenteſimo ſeptuageſimo quarto ſupradicto Et idem Johannes Cooke pet̄ gratiam Dn̄i manerij p̄dicti ſe admitti tenentem ad p̄miſſa ſcd̄m tenorem & effcū p̄d ſurſum reddic̄onis & ult̄ voluntat̄ p̄dicti Edmundi Cooke filij ſuper quo p̄d Johannes Cooke ad eand̄ Cur̄ manerij p̄dicti tent̄ apud manerium illud die & anno ult̄ ſupradictis admiſſus fuit tenen̄ ad p̄dc̄a unū Meſuagiū triginta & ſeptem acras unam Rodam & dimid̄ unius Rode terre cum ꝑtin̄ ſcd̄m conſuetudinem manerij p̄dicti & tenementa ill̄ cum ꝑtin' eidem Johi Cooke adtunc & ibm̄ in eadem Cur̄ conceſſa fuer̄ per Dominum Manerij illius ſcd̄m conſuetudinem ejuſdem Manerij tenend̄ eidem Johanni juxta formam & effcum̄ p̄dicte ſurſum reddic̄onis & ult̄ voluntatis p̄dicti Edmundi Cooke filij ad voluntatem Dn̄i ſcd̄m conſuetudinem Manerij p̄dicti ꝑut per copiam rotlorum Cur̄ ult̄ ſupradict̄ inde fcam̄ modo hic in Cur̄ oſtenſ̄ ꝓlat̄ & Juratoribus p̄dictis in evidentiis dat̄ plenius apparet per quod p̄dictus Johannes Cooke intravit in eadem tenementa cum ꝑtin' ſuꝑius ult̄ menconat̄ & fuit inde ſeit̄ prout lex poſtulat Et ſic inde ſeit̄ exiſten' idem Johes Cooke poſtea ſcilt viceſimo ſexto die Februarij anno Dn̄i mill'imo ſexcenteſimo octogeſimo ſecundo per ſcriptum ſuū purportans literam Attornat̄ ſub manu & ſigillo ipſius Johannis Cooke geren̄ dat̄ eiſdem die & anno ult̄ ſupradict̄ & atteſtat̄ per Johannem Critoft Sen̄ & Francū Wiſe Gen̄ ſufficient̄ authorizabat quendam Johannem Critoft Jun̄ Gen̄ un̄ cuſtumar̄ tenen̄ Manerij p̄dicti ſurſum reddere in manus Dn̄i Manerij p̄dicti ſcd̄m conſuetudinem Manerij illius p̄dicta unū Meſuagiū triginta & ſeptem acras unam Rodam & dimid̄ unius Rode terre cum ꝑtin' ad opus & uſum Johannis Ladd de Norwico Chirurgi hered̄ & Aſſign̄ ſuorum impꝑm̄ ſub condic̄one q̇d ſi p̄dcus̄ Johannes Cooke heredes Executores Adminiſtratores vel Aſſign' ſui vel aliqui eorum ſolverent vel ſolvi facerent p̄dicto Johanni Ladd Executoribus Adminiſtratoribus vel Aſſign̄ ſuis ſummam centum & ſex librarum ſuper viceſimum ſeptimum diem Februarij qui foret in anno Dn̄i Mill'imo ſexcenteſimo octogeſimo tertio apud vel in domo Manſionali p̄dicti Johannis Ladd ſituat̄ in Norwico p̄d quod tunc ſurſum reddic̄o predicta ult̄ menc̄onat̄ foret vacua alioquin remaneret in pleno vigore Poſteaque ſcilt quarto die Martij anno Dn̄i Mill'imo ſexcenteſimo octogeſimo ſecundo

ven̄

veñ pred Johannes Critoft Juñ in Cur' Manerij de Thornegg cum Membris pred tent' ad Manerium illud eodem ſexto die Martij anno Dnī Millīmo ſexcenteſimo octogeſimo ſecundo ſupradicto coram Willielmo Burleigh Armig' Seneſchallo ibm & virtute ejuſdem Scripti ſive litera Attornat' ill' fact ſub manu & ſigillo predicti Johannis Cooke gereñ dat' predcō viceſimo ſexto die Februarij anno Dnī Millīmo ſexcenteſimo octogeſimo ſecundo ſupradicto ſcdm conſuetudinem Manerij predicti ſurſum reddidit in nomine ipſius Johannis Cooke in manus Dnī Manerij predicti per manus Seneſchalli predicti terras & tenementa ult' predicta ad opus & uſum predicti Johannis Ladd hered & aſſign' ſuorum imppm ſub condicōne qd ſi predicus Johannes Cooke heredes Executores Adminiſtratores ſive aſſign' ſui vel aliqui eorum ſolverent ſeu ſolvi facerent prefat' Johanni Ladd Executoribus Adminiſtratoribus ſive aſſign' ſuis ſummam centum & ſex librarum ſuper viceſimum ſeptimum diem Februarij qui foret in anno Dnī Millīmo ſexcenteſimo octogeſimo tertio apud vel in domo manſionali ipſius Johannis Ladd ſituat' in Norwico pred Quod tunc ſurſum redditio predicta ult' menconat' foret vacua alioquin remaneret in pleno vigore Et Jur' pred ulterius dicunt ſuper ſacrm ſuu pred qd predictus Johannes Cooke poſtea & ante infraſcript' tempus quo dimiſſio infraſpecificat' fca fuit ſcilt viceſimo die Februarij anno regni Dnī Jacobi ſecundi nunc Regis Angl' &c. primo apud Brinton predict' obiit ſine exitu de corpore ſuo ligitime procreat' quodque predictus Robertus Cooke adtunc & ibm ſilit' obiit ac qd poſtea ſcilt duodecimo die Maij anno regni Dnī noſtri Jacobi ſecundi Dei Gratia Anglie Scot' Franc' & Hibernie Regis fidei defenſoris &c. primo veñ pred Johannes Ladd in Cur' Manerij predicti tent' apud Manerium illud eiſdem die & anno ult' ſupradictis Et dic' quod nec predicta ſumma centum & ſex librarum nec aliqua inde pars ſolut' fuit ad diem & locum ſupramenconat' pro ſolucōne inde ſcdm tenorem & intencōnem ſurſum reddicōnis ult' menconat' & pet' gratiam Dnī Manerij predicti ſe admitti tenentem ad pmiſſa predicta Et ſuper inde idem Johannes Ladd ad eandem Cur' Manerij predicti admiſſus fuit tenens ad predicta unu Meſuagiu triginta & ſeptem acras unam Rodam & dimid unius Rode terre cu ptiñ ſcdm conſuetudinem Manerij predcī & teñta illa cu ptiñ eidem Johi Ladd adtunc & ibm in eadm Cur' conceſſa fuet' p Dnum Manerij illius ſcdm conſuetudinem ejuſdm Manerij tenend eidm Johi Ladd hered & aſſign ſuis juxta formam & effcm ſurſu reddicōnis ult' menconat' ad voluntat' Dñi ſcdm conſuetudinem Manerij predcī put

Que 4 Mar. 1682. *J.C.* le Att. ſurrender accordant.

John Cooke moruſt 20 Feb. 1 Jac. 2. ſans iſſue. *Rob. Cooke* mor' al meſme temps.

Que puis, *viz.* 12 Maij 1 Jac. 2. le dit *J. Ladd* vient en Court & fuit admitt.

Prout per copiam, &c.

ꝑ copiam rotuloꝝ Cur̄ ult̄ ſupradict̄ inde fcam̄ modo hic in Cur̄ oſtenſ̄ & ꝓlat̄ & Juratoribus pred̄ in evidentijs dat̄ plenius apparet ꝑ quod p̄dcus̄ Johes Ladd intravit in eadem ten̄ta cum ꝑtin̄ ſuperius ult̄ mencōnat̄ & fuit inde ſeiſit̄ ꝓut lex poſtulat Et Juratores p̄dci ſuper ſacrm̄ ſuū p̄dcm̄ ulterius dicunt q̇d Cecilia Cooke & Maria Cooke in narracōne infra ſcript̄ nominat̄ ſunt conſanguinee & ꝓx' heredes p̄ſat̄ Edmundi Cooke filij & Johis Cooke ac p̄dcaꝝ Cecilie Ellene & Alicie filiaꝝ p̄dci Edmundi Cooke ſenioris videlt filie & heredes Roberti Cooke fratris ipſoꝝ Edmundi filij & Johis Cooke qui quidem Robertus fuit filius natu maximus & heres p̄dci Edmundi Cooke ſenioris Avi earundem Cecilie & Marie in narracōne p̄dca nominat̄ & prius eoꝝdem Robti & Edmundi Cooke Jun & Johis Cooke q̇dq; p̄dcus̄ Johes Ladd clamat jus titulū ſive intereſſe ſuū in p̄miſſis p̄dcis̄ virtute ſurſum redditionis & admiſſion' ult̄ p̄mencōnat̄ Et Juratores p̄dci ulterius dicunt ſuꝑ ſacrm̄ ſuū p̄dcm̄ q̇d pred̄ Cecilia Cooke & Maria Cooke in narracōne predca nominat̄ poſt mortem ipſius Johis Cooke & ante predcum̄ tempus quo dimiſſio predca fca fuit ſcilt primo die Martij anno regni dci Dni Regis nunc primo ſupradcō in pred̄ unū meſſuagiū triginta & ſeptem acras unam rodam & dimid̄ unius rode terre cum pertin' intraver̄ & fuer̄ inde ſeiſit̄ ꝓut lex poſtulat Et ouſter ils troveront le Leaſe Entry & Ouſter. Et ſi le Def. ſoit *Cul'* de le Tranſ. & Ejectment, *&c.* donc ils troveront luy *Cul' &c. & ſi non*, donc ils troveront luy *Non Culp.*

Que les Leſſors del Pl. ſont Couſins & Heirs del dit *Edm. Cook* le fits, & de *John Cook* & des dits *Cicily, Ellen* & *Alice*. Et monſtre coment Couſins.

CEſt Caſe fuit argue per *Holt* Serjeant le Roy pur le Plaintiff. Et le ſole Queſtion que fuit fait en le Caſe fuit, ou un Eſtate pur Vie, ou en Fee, paſſera al *Jo. Cooke* per le Volunt de dit *Edmund* ſon Frere. Il agree que l'Eſtates deviſe al dit *Jo. Cooke*, & auxi al ſes trois Soers, fueront Eſtates en Contingency. Mes il dit que le grand Queſtion ſurd ſur les parols, *I give the whole Remainder of all thoſe Lands which I have given to my Siſter* Alice, *&c.* Et il argue que per ceux parols un Eſtate pur vie ſolement paſs al *Jo. Cooke*: Et il primerment conſider le parol, *Remainder*, & il define ceo d'eſtre, ceo que eſt laiſe ouſter un particular ou precedent Eſtate determine ou incurre, ou un Eſtate de commencer apres l'expiration d'un prior Eſtate, *Co. Lit.* 49. *a.* Et il dit que ſi le parol (*whole*) ſoit toll, le Queſtion ne ſerroit dure, mes que l'Eſtate ſerroit pur Vie ſolement, come ſi home deviſe al *A.* le Remainder al *B.* ceo ſerra pur vie ſolement. Iſſint que parol (*Remainder*) ne imply pluis que l'Eſtate expreſs port ove luy: Et le parol (*whole*) fiſt nul alterat'; car le parol *Remainder* eſt cy comprehenſive come *whole Remainder*; car *Indefinita Propoſitio* & *Univerſal'* ſont tout une.

Secondment, Il conſider al que le parol (*whole*) relatera, & il argue que ceo relatera al Terre intend d'eſtre paſſe; & nemy al Eſtate, ou Intereſt, ou Limitat' de que Eſtate ſerra; car les parols ſont, *I deviſe the whole Remainder of my Lands which*, &c. Iſſint en Effect eſt come il ad diſt, *I deviſe the Remainder of my whole Lands which*, &c. Mes ſi ceo relatera al Limitat' d'Eſtate que il intend a paſſer, donques eſt pluis clear que il ne intend a paſſer auter ou greinder Eſtate que il ad paſſe devant. Et donque eſt ſi come il ad diſt, *I deviſe my Remainder for the whole Eſtate, or for as great Eſtate as I have given to my Siſter* Alice. Et iſſint le parol (*whole*) ne enlarge l'Eſtate, mes explain ceo.

Il agree que en Deviſes l'Intent de Teſtator eſt d'eſtre l'Expoſitor, come deviſe al home a touts Jours, ou a vender a ſon pleaſure, ceux & autiels Deviſes donont un Fee; car per ceo appiert que nul avera aſcun Eſtate ouſter ceo, 1 *And.* 51. *Dyer* 35. *Pla.* 7. *Bridgman* 16. 105. *Co. Litt.* 9. *b.* 1 *Bul.* 62, 219, 222. *Goulb.* 363. Poiet eſtre object que Deviſe de ſon Remainder tantamount un Deviſe de ſon Eſtate, & donques n'eſt aſcun difficulty mes que Eſtate en Fee paſſera. Mes Deviſe de tout ſon Eſtate ne unques teignera lieu encounter l'Intent del Deviſor; Car coment que deviſe de tout ſon Eſtate en touts ſes Terrs en *Sale*, poit paſſer Fee; uncore ſi apres il deviſe le Remainder de tout ſon Eſtate en *Sale* al auter en Fee, per ceſt Deviſe le primer ſerra controul. Et il cite 1 *Rolls Abr.* 834. *Nu.* 13. Lou home deviſe ſes Terrs a ſon Fits & File egalment d'eſtre divide, ceo n'eſt Fee, mes pur Vie ſolement, coment que icy appiert que le Teſtator intend que le File avera cy hault Eſtate come le Fits; Mes pur ceo que per ceo le Heir ſerra diſinherit, fuit adjudge, que les parols (Egalment, *&c.*) ne vaeront al continuance de l'Eſtate, mes al ſeveral Occupat', Iſſint ſi home deviſe al auter apres le Payment de ſes Debts, ceo ſerra forſque pur Vie, 3 *Cro.* 330. Iſſint coment l'Eſtate ſoit petit & remote, ſi le Intent de Teſtator eſt que le Deviſee n'avera pluis ou *citius*, nul Conſtruction donera pluis: Et il cite 2 *Leon.* 129. & 193. *Latch.* 135. *Bridgm.* 134. Et dit que le Caſe fuit novel, & *primæ Impreſſionis*.

Donques il obſerve les Circumſtances del Volunt, 1. Que le Teſtator fuit bien appriſe de ceo que il intend a faire; car il done un expreſs Eſtate pur vie al ſon Soer *Alice*, & auxi apres le Limitat' d'Eſtate al *Jo. Cooke*, il done un expreſs Fee al ſes Soers, iſſint que il ſemble d'aver entend forſque un Eſtate pur Vie al *Jo. Cooke*, quand devant & puis il ad fait expreſs Limitat' que Eſtate paſſera: Iſſint per ceſt Limitat' al ſes Soers & lour Heirs coment ils ne poient aver aſcun Eſtate ſi *Jo. Cooke* ſurvive *Alice* ſon Soer; uncore il eſt plain que il ne entend forſque Eſtate pur vie al *Jo. Cooke*.

Poiet eſtre object, que voet eſtre dure a ſuppoſer que il doneroit un Eſtate en Fee al ſes Soers, & forſque pur Vie al ſon Frere. Mes poiet eſtre reſpond, que il eſt plain que il prefer ſon Soer *Alice* devant ſon Frere *John*; car durant ſa Vie il prendroit riens, & le remoteneſs ou petitneſs del Eſtate operate riens en le Caſe, ſi le Volunt del Teſtator eſt iſſint, & cheſcun home en feſant de ſon Volunt ad particular Reaſons que ne poient eſtre conus ou maintain ove Reaſon. Mes ſuffiſt ſi poit prender effect, per que il conclude que le dit *Jo. Cooke* n'ad forſque Eſtate pur Vie; car quand l'intent n'eſt apparent, le Heir al Ley ne ſerra diſinherit.

Birch contra. Que *Jo. Cooke* ad un Eſtate en Fee per le Deviſe. Le parol (*Remainder*) eſt liberal, & le parol (*whole*) ne poit adder ou enlarger en legal Acceptation, mes de expreſſer l'intent des lay Gents il eſt de grand uſe & ſignification, & tantamount ſi come il deviſe tout ſon Eſtate, & donques nul Queſtion ad eſtre, mes que *Jo. Cooke* ad un Eſtate en Fee per le Deviſe. 3 *Cro.* 324, 325. *Mod. Rep.* 100. *Stiles* 282, 462. 1 *Cro.* 37. *Cripps* & *Griſil*'s Caſe, & *Wilkinſon* & *Merriland*'s Caſe, 447, 449.

Le Caſe fuit argue apres per *Baldock* pur le Plaintiff, & *Levinz* pur le Defendant. Mes riens en effect fuit donque dit que ne fuit dit devant.

En *Trin.* 3 *Jac.* 2. Judgment fuit done pur le Def. per le Opinion de tout le Court; car ils priſteront que le Deviſe al *Jo. Cooke* fuit tout un en effect ſi come le Teſtator ad deviſe al *John* tout le Reſidue de ſon Eſtate, en touts les Terrs que il ad deviſe al ſon Soer *Alice*, & que les parols (*whole Remainder*) properment referront al l'Eſtate en luy undiſpoſe al ſon Soer *Alice*, & que ceux parols ne puiſſoient relate al quantity des Terrs que le Teſtator intend a deviſer al ſon Frere *John*; car eſt plaine & ſans Queſtion que il deviſe touts les Terrs al ſon Soer *Alice*; Et eſt auxi cy plain & expreſs que il ad deviſe touts ſes Terrs al ſon Frere que il ad deviſe al ſon Soer *Alice*. Iſſint que ceux parols properment & naturalment ount relation al quantity d'Eſtate que le Teſtator intend a doner al ſon Frere *John*, *viz.* tout ſon Remainder, que eſt tout un en Effect come tout ſon Eſtate; car ſi les parols (*whole Remainder*) ſerront ſolement referr al les Terrs que il intend a deviſer al *John*, ceſt Deviſe voet eſtre tout ouſterment ineffectual; car il ad nul tiel Remainder, car eſt impoſſible que ſerroit aſcun Remainder, ou Reſidue (que eſt tout un come ceo Caſe eſt) de ceo que fuit deviſe al *Alice*; car tout fuit deviſe a luy; & pur ceo ſemble d'eſtre de neceſſity que ceux parols ſerront

referre al Eſtate que le Teſtator intend a doner al ſon Frere. Et quant al diſinheriſon de le Heir al Ley, fuit dit, que ceo fuit hors de Conſideration en ceo Caſe; car eſt ſans Queſtion que le Heir al Ley fuit diſinherit ou per le Deviſe al Frere, ou al ſes Soers; car l'un ou l'auter ad Fee-ſimple ſur Contingency.

King v. *Dilliſton.*

Belvin. Trin. 1 Jac. 2. Regis. Rot. 1322.

Ejectment ſur demiſe de *A. Goulty* de terrs en *Sweſling*.

Suff. ſſ. Henr' Dilliſton nuper de Sweſling in Com' pred' Yeoman Attach' fuit ad reſpondend' Thome King de placito quare Vi & Armis unu' Meſuagiu' viginti acras terre quinque acras prati & decem acras paſture cum pertin' in Sweſling que Alicia Goulty vid' eidem Thome dimiſit ad terminum qui nondum preteriit intravit & ipſum a firma ſua predicta ejecit Et al' enormia ei intulit ad grave dampnum ipſius Thome Et contra pacem Dni Regis nunc &c. Narr. Et unde idem Thomas per Ricardum Pupplett Attorn' ſuu' queritur quare cum predicta Alicia primo die Aprilis anno regni Dni Regis nunc primo apud Sweſling pred' dimiſiſſet eidem Thome tenementa p̄dicta cum pertin' hend' & occupand' eadem eidem Thome & Aſſign' ſuis a feſto Annunciacon' bte Marie Virginis tunc ult' preterit' uſque finem & terminum quinque annorum extunc prox' ſequen' & plenar' complend' & finiend' virtute cujus quidem dimiſſionis idem Thomas in tenementa predicta cum pertin' intravit & fuit inde poſſeſſionat' ipſoque Thoma ſic inde poſſeſſionat' exiſten' predictus Henricus poſtea ſcilt ſecundo die Aprilis anno primo ſupradicto apud Sweſling pred' Vi & Armis &c. in tenementa predicta cum pertin' que predicta Alicia eidem Thome in forma predicta dimiſit ad terminu' qui nondum preteriit intravit & ipſum a firma ſua predicta ejecit & al' enormia &c. ad grave dampnu' &c. Et cont' pacem &c. unde dic' quod deteriorat' eſt Et dampnu' h̄et ad valenciam decem librarum Et inde produc' ſectam &c.

Barr' *Non cul.* Et predictus Henr' per Willm' Betts Attorn' ſuu' ven' & defend' vim & injur' quando &c. Et dic' quod ipſe non eſt culpabilis de tranſgr' & ejeccon' pred' prout predictus Thomas ſuperius verſus eum queritur Et de hoc pon' ſe ſuper patriam *Ven. fa.* Et predictus Thomas ſimilit' Id' prec' eſt vic' quod venire fac' hic

a die Sancte Trinitat' in tres Septimanas xij. &c. per quos
&c. Et qui nec &c. ad recogn &c. Quia tam &c. Ad quem
diem Jurā int' partes predictas de predicto placito põit' fuit
inde int' eas in reſpcm hicuſque ad hunc diem ſcilt a die Scī
Michis in tres ſeptimanas tunc prox' ſequen niſi Juſtic' Dnī
Regis ad aſſiſas in Com predicto capiend Aſſign per formam
Statuti &c. die Martis viceſimo octavo die Julij prox' prete-
rit' apud Villam Gippi in Com predicto prius ven̄ Et modo
hic ad hunc diem ven̄ tam predictus Thomas quam predic-
tus Henricus per Attorn' ſuos predcōs Et prefat' Juſtic' ad
aſſiſas coram &c. miſ hic recordum ſuũ in hec verba Poſtea

Le *Poſtea*.

die & loco infracontent' coram Thoma Jones Mil' capital'
Juſtic' Domini Regis de Banco Et Job Charleton Mil' un
Juſtic' dicti Domini Regis de Banco Juſtic' ipſius Domini
Regis ad aſſiſas in Com Suff. capiend aſſign' per formam
Statuti &c. ven tam infranominat' Thomas King quam in-
fraſcript' Henr' Dilliſton per Attorn' ſuos infracontent' Et
Jur' Jur unde infra fit menco exact' ſitit ven̄ qui ad verita-
tem de infracontent' dicend elc triat' & Jurat' dicunt ſuper

Special Verdict. Que les tenements en queſt. ſont Copy-hold terrs, parcel del Manor de *Sweſling Campſey*.

ſacru ſuu quod tenementa infraſcript' cum pertin' in quibus
ſupponitur tranſgr' & ejeccon infraſcript' fieri ſunt & a tem-
pore cujus contrarij memoria hominum non exiſtit fuer' par-
cel' & tenementa cuſtumar' Manerij de Sweſling Campſey cu
ptin' in dicto Com Suff. & per totum tempus illud dimiſſa &
dimiſſibila per Copiam Rotlorum Cur' Manerij illius per
dominum vel dominam ejuſdem Manerij pro tempore exiſten'
cuicunque perſone ſive quibuſcunque perſonis illa capere vo-
lenti vel volentibus in feodo ſimplici vel alit' ad voluntatem

Que *Hen. VVarner* & *Eliz.* ſa feme en droit de *Eliz.* fuer' ſeiſie pur vie de *Eliz.* Rem. al *J. Ballet* en fee. (Mes nota, ceo ne ſeroit bon en un Plea, ſans monſtrer un Grant del Snr', &c.)

domini vel domine ſcdm conſuetudinem Manerij pdicti Quoꝝ
ante infraſcript' tempus quo ſupponit' tranſgr' & ejecco predca
fieri quidam Henricus Warner & Elizabetha ux' ejus in Jure
ejuſdem Elizabethe fuer' ſeiſ' de tenementis infraſcript' cum
pertin' in quibus &c. in dominico ſuo ut de libero tenemento
pro termino vite ejuſdem Elizabethe remanere inde Johanni
Ballet & heredibus ſuis ſpectan ad voluntatem Dnī ſcdm
conſuetudinem Manerij pdicti Et iidem Juratores ſuper ſa-
crũ ſuu predcum ulterius dic' quod infra Manerium pdictum
het necnon a tempore cujus contrarij memoria hominum non
exiſtit t'lis hebatur conſuetudo qd ſi aliqua ſurſum reddico
aliquorum terrarum vel tenementorum cuſtumar' Manerij
pdicti domino vel domine Manerij predicti pro tempore exi-
ſten' extra Cur' ejuſdem Manerij ſcdm conſuetudinem Mane-
rij illius fact' per homagium Cur' Manerij predicti preſentat'
fuerit ad primam Cur' Manerij predicti prox' poſt humod ſur-
ſum

ſum reddic̄onem apud Manerium illud tenend̄ tunc poſt preſentac̄onem illam in forma predicta fcam̄ prima publica proclamac̄o fcā fuit in eadem prima Cur̄ quod humoi perſona que jus h̄uit admitti ad tenementa predicta ſic ſurſum reddita veniret ad Cur̄ ill̄ & peteret ſe admitti ad tenementa cuſtumar̄ in humoi ſurſum reddic̄one menc̄onat̄ ſcdm̄ formam & effcm̄ ſurſum reddic̄onis illius Et ſi humoi perſona que jus h̄uit admitti ad tenementa p̄dicta ſic ſurſum reddita non veniſſet ad eandem primam Cur̄ & petiiſſet ſe admitti nec admiſſa fuiſſet ad eadem tenementa cum ptin' in humoi ſurſum reddic̄one ut p̄fertur menc̄onat̄ tunc ad ſecundam Cur̄ Manerij p̄dicti pr' poſt humoi ſurſum reddic̄onem tenend̄ alia publica proclamac̄o fieret quod t̄lis perſona que jus h̄uit admitti ut p̄fertur veniret ad eandem Cur̄ Et peteret ſe admitti ad tenementa cuſtumar̄ illa ſcdm̄ formam ſurſum reddic̄onis predicte Et ſi humoi perſona que jus h̄uit admitti ut prefertur non veniſſet ad eandem ſecundam Cur̄ & petiiſſer ſe admitti nec admiſſa fuiſſet ad eadem tenementa cum pertin̄ in humoi ſurſum reddic̄one ut prefertur menc̄onat̄ tunc ad terciam Cur̄ Manerij predicti pr' poſt ſurſum reddic̄onem p̄dcam̄ apud Maneriū p̄dcum̄ tenend̄ alia publica proclamac̄o fcā fuit quod humoi perſona que jus h̄uit admitti ut prefertur veniret ad eandem terciam Cur̄ & peteret ſe admitti ad tenementa in humoi ſurſum reddic̄one menc̄onat̄ Et ſi talis perſona non veniſſet ad Cur̄ ill' & petiiſſet ſe admitti nec admiſſa fuiſſet ad eadem tenementa cum pertin̄ tunc Seneſchallus Cur̄ Manerij predicti pro tempore exiſten' precepit & per conſuetudinem Manerij predicti a toto predicti tempore cujus contrarij memoria hominum non exiſtit uſitat̄ in eodem p̄cipere conſuevit Ball'io Manerij p̄dicti pro tempore exiſten' ſeire humoi tenementa ſic ſurſum reddita in manus Domini vel Domine Manerij predicti pro tempore exiſten' Et iidem Juratores ſuper ſacrū ſuū predictum ulterius dicunt quod predicti Henr̄ Warner & Elizabetha in jure predicte Elizabethe de tenementis infraſcript̄ cum pertin̄ in quibus &c. in forma predicta ſeit̄ exiſten' remanere inde prefat̄ Johanni Ballett & heredibus ſuis in forma predicta ſpectan̄ iidem Henr̄ Warner & Elizabetha & Johannes Ballett ante infraſcriptum tempus quo &c. ſcilt ſexto die Aprilis anno regni dicti Dnī nuper Regis triceſimo quarto extra Cur̄ ſcdm̄ conſuetudinem Manerij predicti ſurſum reddider̄ in manus dicte Alicie adtunc l̄itime Domine Manerij predicti exiſten' tenementa infraſcript̄ cum pertin̄ in quibus &c. ad uſum cujuſdam Roberti Freeman & heredum ſuorum imperpm̄ quodq; idem Robertus Freeman poſt ſurſum reddic̄onem

Que deins le Manor eſt un Cuſtom, que ſi aſc' ſurrend' ſoit preſent al proch' Court, &c.

Que Proclamation ſeroit fait, que le perſon que ad droit, veneroit d'eſtre admit, &c.

Et ſil ne vient, &c. un 2d & tierce Proclamat' en meſme le manner, al 2 auters Courts prochein, &c.

Et ſil ne vient al tierce Court, donc le Seneſchal a command' le Bailiff a ſeizer, &c. al uſe del Snr'.

Que le dit *H. VV.* & *Eliz.* & *J. B.* 6 Apr. 34 Car. 2. ſurrend' hors de Court en les Mains del leſſor del Pl. eſteant ſeignoreſs, &c.

c̄onem illam in forma predcā fcam & antequam aliqua Cur̄ Manerij predicti poſt eandem ſurſum reddic̄onem fcam tent̄ fuit ſcilt primo die Auguſti anno regni dicti nuper Regis triceſimo quarto ſupradict̄ obiit ac quod quidam Johannes Freeman fuit & eſt filius unicus & heres predicti Roberti Freeman & ut filius & heres ejuſdem Roberti Freeman jus h̄uit fuiſſe & eſſe admiſſum ad tenementa p̄dicta cum pertin̄ in quibus &c. juxta formam & effcm ſurſum reddic̄onis predicte in forma predicta fcē Et Juratores p̄dicti ſuper ſacrū ſuū predictum ulterius dicunt quod predictus Johannes Freeman tempore mortis predicti Roberti Freeman patris ſui fuit & adhuc exiſtit infra etatem viginti & unius annorum q̄dque predictus Robertus Freeman mortuꝰ eſt & predictus Johannes Freeman filius & heres ſuus infra etatem viginti & unius annorum ſic ut prefertur exiſten̄ idemque Johannes Freeman jus fuiſſe & eſſe admiſſum ad Tenementa predicta cum pertin̄ ut prefertur hens ſurſum reddicō predicta per prefat̄ Henr̄ Warner & Elizabetham & Johannem Ballett in manꝰ predicte Alicie ut prefertur fcā poſtea ſcilt ad primam Cur̄ Manerij predicti pror' poſt ſurſū reddic̄onem illam in forma predicta fcam tent̄ apud Manerium illud octavo die Septembris āno regni dicti nuper Regis triceſimo quarto ſupradicto per Homagium ejuſdem Cur̄ debito modo & ſcdm̄ conſuetudinem Manerij predicti preſentat̄ fuit & im̄ediate poſt hum̄oi preſentac̄onem ſurſum reddic̄onis predicte in eadem Cur̄ per Homagium predcum̄ fcam̄ publica proclamac̄o fcā fuit adtunc in eadem Cur̄ quod hum̄oi perſona que jus h̄uit admitti ad Tenementa predicta cum pertin̄ veniret ad eandem Cur̄ tunc ibm̄ ut prefertur tent̄ & peteret ſe admitti ad Tenementa predicta ut prefert̄ ſurſū reddita q̄cq; nullus ad eandem Cur̄ ven̄ nec ad eadem Tenementa admiſſus fuit per q̄d poſtea ad ſcdm̄ Cur̄ Manerij predicti pror' poſt ſurſum reddicon̄ predictam in forma p̄dcā fcam̄ tent̄ apud Manerium illud decimo tercio die Junij āno regni dicti nuper Regis triceſimo quinto alia publica proclamac̄o fcā fuit adtunc in eadem Cur̄ q̄d hum̄oi perſona que jus habuit admitti ad teñta p̄dcā veniret ad eandem Cur̄ tunc ibm ut p̄fertur teñt & peteret ſe admitti ad teñta p̄dcā ut p̄fertur ſurſum reddita q̄dq; nullus ad eandem Cur̄ venit nec ad eadem teñta cum pertin̄ admiſſus fuit per q̄d poſtea ad tertiam Cur̄ manerij p̄d pr' poſt ſurſum reddic̄onem p̄dcam̄ in forma p̄dcā fcam̄ tent̄ apud maneriū illud viceſimo tertio die Octobris anno regni dicti nuper Regis triceſimo quinto ſup̄dicto al' publica proclamac̄o facta fuit

Al uſe de *R. Freeman* & ſes terrs. Que *R. Freeman* mor' devant aſc' Court & *J. Freeman* fuit ſon fits & heir. Que le dit *J. Freeman* eſt deins l'age de 21 ans.

Que le dit ſurr' fuit preſent al proch' Court 8 Sept. 34. Car. 2.

Que Proclamat' fuit fait meſme le Court, mes nul perſon vient. Proclamat' al 2d Court.

Proclamat' al tierce Court.

fuit adtunc in eadem Cur̃ q̃d hum̃oi perſona que jus habuit admitti ad tenementa p̃dc̃a ſic ſurſum reddita veniret ad eandem Cur̃ tunc ib̃m ut p̃fertur tent̃ & peteret ſe admitti ad tenementa p̃dc̃a ut p̃fertur ſurſum reddita q̃dq; nullus ad eandem Cur̃ ven̄ nec ad eadem teñta cum pertin' admiſſus fuit per q̃d precept̃ fuit per Seneſchallum Cur̃ manerij pred̃ cuidam Thome Clarke tunc Ballio manerij p̃d̃ q̃d teñta p̃d̃ cum pertin' in manus p̃dict̃ Alicie tunc Dn̄e manerij p̃dict̃ ſeiret Qui quidem Thomas Clarke poſtea ſcilt primo die Novembris anno triceſimo quinto ſupradicto virtute p̃cepti p̃d̃ in teñta p̃dc̃a cum pertin' intravit & eadem in manus p̃dc̃e Alicie tunc Dn̄e manerij p̃dc̄i ſeiſivit Et ijdem Juratores ſuper ſacrm̃ ſuũ predcm̃ ulterius dicunt q̃d predc̃a Alicia Golty tempore ſurſum reddic'onis predc̃e facte & continue extunc hucuſq; fuit & adhuc exiſtit Dn̄a manerij predc̄i Et inde legittime ſeiſit̃ Et q̃d poſt predcas̃ ſeperales proclamac'on' & ſeperales defalt̃ pred̃ ut prefertur fact̃ & ante confecc̄onem dimiſſionis infraſpecificat̃ ſcil't primo die Aprilis anno regni Dn̄i Regis nunc primo infraſcript̃ eadem Alicia Dn̄a manerij predict̃ predc̄orq; Johe Freeman infra etatem viginti & unius annoꝝ adtunc & adhuc exiſtentibus ip̃a predc̃a Alicia in teñta infraſpecificat̃ cum pertin' in quibus &c. tanquam ſibi foriſfact̃ ex cauſa p̃dc̃a intravit & fuit inde ſeiſit̃ put lex poſtulat. Et donc ils troveront le Leaſe, Entry & Ouſter: Et ſi le Defendant ſoit *cul'* de le Tranſgreſſion & Ejectment, donc ils troveront luy *cul'*, &c. Et *ſi non*, donc ils troveront luy *Non culp.*

Que nul perſon venoit d'eſtre admitte. Per que le Steward command le Bailiff del Man' a ſeizer les dits Tenements pur la Seigneureſs del Manor, que eſt le Leſſor del Pl. Et que il ceo fiſt 1 Nov. 35 Car. 2. Sur que la dit Leſſor, &c. enter pur le Forfeiture, &c.

APres ſeveral Arguments, Judgment fuit done pur le Def. per le Opinion de tout le Court. Mes un Brief de Error fuit port; & les proceedings ſur ceo ſont report a large en le 3 *Mod. Rep.* Mes nient miens il fuit penſe que le Record meſme puit eſtre d'aſcun uſe, come un Preſident.

Hunt v. *Bourne* & auters.

Tempeſt. Hill. 5 W. & M. Rot. 763. *C. B.*

Eject' pur un Meſ. & Terrs en le paroch de *Kings-caple*, ſur le demiſe de *Rich. Gwillym.*

Heref. ſſ. EDwardus Bourne nuper de parochia de Kings-caple in Com̄ pꝛed̄ Yeoman & Margareta ux' ejus Andꝛeas Fryꝛer nuper de Kings-caple in Com̄ pꝛed̄ Yeoman & Maria ux' ejus & Maria Meyꝛick nuper de eadem in Com̄ pꝛed̄ Vid̄ attach̄ fuer' ad reſpondend̄ Pho Hunt Gen̄ de placito quare vi & armis unũ meſſuag' unũ gardiñ unũ pomar' ſexagint' acr' terre vigint' acr' pꝛati vigint' acr' paſture & quadꝛagint' acr' jampnoꝝ & bꝛuere cum ꝑtiñ in parochia de Kings-caple que Ricus̄ Gwillym Gen̄ eidem Pho dimiſit ad terminū qui nondum pꝛeterijt intraver' Et ipm̄ a firma ſua pꝛed̄ ejecer' & alia enoꝛmia ei intuler' ad grave dampnū ipſius Phī & contra pacem Dnī Regis & Dnē Regine nunc &c. Et unde idem Phus per Johem Wellington Attoꝛn' ſuū queritur q̄d cum pꝛed̄ Ricus̄ Gwillym viceſimo die Septembꝛis anno regni Dnī Regis & Dnē Regine nunc quinto apud paroch̄ de Kings-caple pꝛed̄ dimiſiſſet eid̄ Pho teñta pꝛed̄ cum pertin' habend̄ & occupand̄ teñta pꝛed̄ cum pertin' eidem Pho & aſſign' ſuis a triceſimo die Auguſti tunc ult' pꝛeterit' uſq; finem & terminū quinque annoꝝ extunc px' ſequen' & plenar' complend̄ & finiend̄ virtute cujus dimiſſionis idem Phus in teñta pꝛed̄ cum pertin' intravit & fuit inde poſſeſſionat' ipſoq; Pho ſic inde poſſeſſionat' exiſten' p̄d Edꝛus̄ & Margareta Andꝛeas & Maria & Maria Meyꝛicke poſtea ſcilt' eodem viceſimo die Septembꝛis anno quinto ſup̄dicto vi & armis &c. in teñta p̄d cum pertin' que p̄fat' Ricus̄ Gwillym eidem Pho in foꝛma pꝛed̄ dimiſit ad terminū p̄d qui nondū p̄teriit intraver' Et ipm̄ Phum a firma ſua p̄d ejecer' & alia enoꝛmia &c. ad grave dampnū &c. & contra pacem &c. unde dic' q̄d deterioꝛat' eſt Et dampnū habet ad valenciam viginti libꝛaꝝ Et inde ꝑduc' ſectam &c.

Narr'. Sur Demiſe fait 20 Sept. 5 W. & M.

Barr. *Non cul'.*

Et p̄d Edꝛus̄ Bourne & Margareta Andꝛeas & Maria & Maria Meyꝛicke ꝑ Willum Gwillym Attoꝛn̄ ſuū ven̄ & defend̄ vim & injur' quando &c. Et dic' q̄d ipī in nullo ſunt culpabiles de tranſgr' & ejeccon̄ firme p̄d ꝑut p̄d Phus ſuperius v̄ſus eos queritur Et de hoc pon̄ ſe ſuper pꝛiam̄ Et p̄d Phus ſilit' Jō p̄cept' eſt Vic' q̄d Venire fac' hic in Octab̄ Purificacōnis btē Marie duodecim &c. ꝑ quos &c. Et qui nec &c. ad recogn̄ &c. quia tam &c. Ad quem diem hic ven̄ partes &c Et Vic' non miſ

Ven. fa. agard.

miſ̄ br̄e Jō ſicut prius p̄cept̄ eſt Vic̄ q̄d venire fac̄ hic in Craſtino Aſcenc̄onis Dn̄i duodecim &c. ad recogn̄ in forma p̄d &c. ad quem diem hic ven̄ partes &c. Et Vic̄ non miſ̄ br̄e Jō ſicut prius precept̄ eſt Vic̄ q̄d venire fac̄ hic a die Sc̄e Trinitat̄ in tres Septimanas duodecim &c. ad recogn̄ in forma p̄d &c. ad quem diem Jurat̄ inter partes pred̄ de p̄dc̄o p̄lito pōit̄ fuit inde inter eas in reſpectū hicuſq; ad hunc diem ſcil't a die Sc̄i Michaelis in tres Septimanas tunc px' ſequen̄ niſi Juſtic̄ Dn̄i Regis ad Aſſizas in Com̄ p̄d capiend̄ aſſign̄ p formam Statut̄ &c. die Veneris tertio die Auguſti px' p̄terit̄ apud Heref. in Com̄ p̄d prius ven̄ Et modo hic ad hunc diem ven̄ tam p̄d Phus Hunt quam p̄d Edrus̄ & Margareta Andreas & Maria ux' ejus & Maria Meyrick p Attorn̄ ſuos p̄d Et p̄fat̄ Juſtic̄ ad Aſſizas coram &c. miſ̄ hic recordū ſuū in hec verba Poſtea die & loco infracontent̄ coram Egidio Eyre Mil' un̄ Juſtic̄ Dn̄i Regis & Dn̄e Regine ad placita coram ipſis Rege & Regina tenend̄ aſſign̄ & Thoma Breton Ar' eidem Egidio Eyre & Roberto Atkyns Mil' Balnei Capital' Baron̄ Scaccarij dcor̄ Dn̄i Regis & Dn̄e Regine Juſtic̄ dcor̄ Dn̄i Regis & Dn̄e Regine ad aſſiaſ̄ in Com̄ Heref. capiend̄ aſſign̄ p formam Statut̄ &c. hac vice aſſociat̄ p̄ſentia p̄d Rob̄ti Atkins non expectat̄ virtute briſ̄ dcor̄ Dn̄i Regis & Dn̄e Regine de ſi non omnes &c. ven̄ tam infranominat̄ Phus Hunt Gen̄ quam infranominat̄ Edrus' Bourne & Margareta ux' ejus Andreas Frizer & Maria ux' ejus & Maria Meyrick Vid̄ p Attorn̄ ſuos infracontent̄ Et Jur̄ Jur̄e unde infra fit menc̄o exact̄ quidam eor̄ videl't Edrus' Hopkins Johes Eckley Jacobus Eckley Johes Havard & Thomas Gwatkin ven̄ & in jur' ill' jurat̄ exiſtunt Et quia reſid̄ Jur̄ ejuſdem Jur̄e non comperuer̄ Jō al' de circumſtantibus p Vic̄ Com̄ p̄d ad hoc elect̄ ad requiſic̄onem Phi Hunt ac p mandat̄ Juſtic̄ p̄d de novo apponuntur quor̄ nomina panello infraſcript̄ aſſilantur ſecdm̄ formam Statut̄ in humoi caſu edit̄ & pviſ' qui quidem Jur̄ ſic de novo appōit̄ videl't Johes Taylor Joſephus Woodhill Ric̄us Caſwell Franc̄us Parry Johes Palmer Michael Hoskins & Johes Howells exact̄ ſil't ven̄ qui ad veritat̄ de infracontent̄ ſimulcum al' Jur̄ pred̄ prius impanellat̄ & jurat̄ dicend̄ elect̄ triat̄ & jurat̄ dic̄ ſup ſacrm̄ ſuū q̄d Thomas Andrews decimo quarto die Februarij anno regni Jacobi primi nup Regis Angl' decimo quarto fuit ſeiſit̄ de terris & teñtis in narr̄ infraſcript̄ menc̄onat̄ in dñico ſuo ut de feodo Et ſic inde ſeiſit̄ exiſten̄ p̄d Thomas Andrews p quandm̄ Indentur̄ geren' dat̄ eodem decimo quarto die Februarij anno regni dc̄i nuper Regis Angl' &c. decimo quarto ſup̄dicto fact̄ inter p̄d Thomam Andrews p nomen Thome Andrews de

Alias Ven. agard.

Le *Poſtea.*

Tales *de Circumſtantibus.*

Spec' Verdict.

Que *Tho. Andrews* ſeiſie en fee, 14 Feb. 14 Jac. 1 per Indent' convey les Premiſſes, Al uſe de luy meſme & *Elianor* ſa Feme, pur vie.

Rem' al *Mary Andrews* ſon file & Heirs de ſa corps per *John Gwillym* Jun.

Rem' al dit *Mary Andrews* en ta. gen.

Rem' al *Eliz. Tompkins* un aut' file, &c. en ta. gen.

Rem' al *Wil. Tompkins* eigne fits de dit *El. Tompkins*, en en tail gen.

Rem' al *Joh. Tompkins* 2 fits de dit *El.* en ta. gen.

Rem' al droit Heirs de dit *T. Andrews.*

Que le dit *Jo. Gwillym* jun, marrie le dit *Ma. Andrews* & ont Iſſue *Tho. Gwillym.*

Que apres & devant 29 May, 1646. le dit *Tho. Andrews* & ſa Feme mo, & le dit *Jo. Gwillym* & ſa Feme enter.

Kings-caple in Com Heref. Yeoman ex una parte & Tobiam Payne de Kings-caple p̄d Yeoman & Phm Andrews de Sutton in Com p̄d Yeoman ex altera parte ꝑ conſideraconibus in eadem Indentura menconat dedit conceſſit enfeoffavit & confirmavit p̄d Tobie Payne & Pho Andrews & heredibus ſuis terras & teñta p̄dca ad ſepal' uſus in eadem Indentur declarat & ſpecificat videl't ad uſum p̄fat Thome Andrews & cujuſdam Elianore adtunc ux' ſue ꝑ termino vitar ſuar natural' & vita eor diutius viven' abſq impetitione vaſti duran' vita pred' Thome Andrews & poſt eorũ deceſſum tunc ad uſum cujuſdm Marie Andrews in Indentura p̄d menconat filie p̄d Thome Andrews & hered de corpore p̄d Marie ꝑ quendam Johem Gwillym Jun' in Indentura p̄d menconat ꝓcreatos vel ꝓcreandos & ꝑ defectu talis exit tunc ad uſum heredum de corpore p̄d Marie ꝓcreat Et ꝑ defectu talis exit tunc ad uſum cujuſdm Elizabethe Tompkins al' filie p̄d Thome Andrews & heredu de corpore dce Elizabethe ꝓcreat Et ꝑ defectu talis exit tunc ad uſum Willi Tompkins filij natu maximi dce Elizabethe Tompkins & heredu de corpore dci Willi Tompkins ꝓcreat Et ꝑ defectu talis exit tunc ad uſum Johis Tompkins ſecundi filij dce Elizabethe & heredu de corpore dci Johis Tompkins ꝓcreat Et ꝑ defectu talis exit tunc ad uſum rectorũ heredũ p̄d Thome Andrews imperpetuũ ꝓut in Indentur p̄d plenius continetur Et Jur p̄d ſup ſacrm ſuũ p̄d ulterius dic qd virtute Indenture p̄d necnon vigore Statut de uſibus in poſſeſſione tranſferend' in Parliamento Dni Henrici quondam Regis Anglie &c. octavi quarto die Februarij anno regni ſui viceſimo ſeptimo tent edit p̄d Thomas Andrews & Elianora ux' ejus fuer ſeiſit de terris & tenementis p̄d' in narr p̄d' menconat in dñico ſuo ut de libo tenemento ꝑ vitis ſuis naturalibus remanen' inde in forma ſuperius limitat quodq poſt confeccon' Indenture p̄d' p̄fat Johes Gwillym Jun' duxit in uxorem ſuam pred' Mariam Andrews & habuer exit inter eos ꝓcreat quendam Thomam Gwillym filiũ ſuũ natu maximũ quodq poſtea & ante viceſimum nonum diem Maij anno Dñi millimo ſexcenteſimo quadrageſimo ſexto p̄d' Thomas Andrews & Elianora ux' ejus obier & q̄d poſt mortem Thome Andrews & Elianore p̄d' Johes Gwyllym Jun' & Maria ux' ejus intraver in terras & tenementa in narr p̄d' ſuperius menconat & fuer inde ſeiſit in Jure ipſius Marie in dñico ſuo ut de feodo Talliato videl't p̄d' Marie & heredibus de corpore ſuo ꝓcreat ꝑ pred' Johem Gwillym Jun remanere inde in forma ſuperius limitat Et ſic inde ſeiſit exiſten' poſtea & ante viceſimum nonum diem Maij anno Dñi millimo ſexcenteſimo quadrageſimo ſexto p̄d' Johes

Gwillym & Maria ux' ejus obier' ac poſt eoꝝ mortem prefat Thomas Gwillym ut filius & heres p̃d Marie de corpore ſuo per p̃d Johem Gwillym Jun' p̄creat in terras & Tenementa p̃d cum ptin' intravit & fuit inde ſeiſ in dominico ſuo ut de feodo Talliato remanen' in forma ſuperius limitat & ſic inde ſeiſ exiſten' p̃fat Thomas Gwillym huit exit de corpore ſuo p̄creat quendm̃ Thomam Gwillym filiu' ſuu' Et Jur' p̃d ulterius dic q̃d p̃d meſuag' terre & Tenementa in Narr p̃d ſupius ſpecificat necnon div̄ſa al' meſuag' t̃re & teñta infra p̃d paroch de Kings-Caple tenentur de manerio de Wormelow in p̄dict Com' Heref. Quod quidem manerium eſt & a tempore cujus contrar' memoria hominu' non exiſtit fuit de antiquo dominico corone Dni' Regis & Dne' Regine & anteceſſorum ſuorum Regum Angl' Quodq; pred tenementa per totum tempus p̃d fuer̃ placitat & plitabil' in Cur' ejuſdem manerij ſive hundred predict per Parvam breve dict Dni' Regis & Dne' Regine de Recto Clauſo coram Seneſchall' ſectatoribus & domeſmeñ ejuſdem Maner̃ & hundred ſive eorum locum tenen' & Attorn' & non alibi nec alit Quodq; per antiquam conſuetudinem ejuſdem manerij & hundred infra idem Maner̃ a toto tempore ſup̃dict uſitat & approbat' fines fundat ſup Brevib; de recto Clauſo de Meſuag' terris pratis paſtur' Jampnorum & bruet infra idem maner' & tent de eodem maner' exiſten' pertinentes inde levat fuer' in p̃d Cur' manerij illius a toto tempore ſupradicto levari uſi fuer̃ & conſuever' Et q̃d quidam finis Juratoribus pred in Evidentiis oſtenſ levat fuit in Cur̃ prehonorabilis Dne' Elizabethe Comitiſs' Kanc tunc Dne' pred manerij ſive hundredi ſui de Wormelow pred unde &c. tent apud Kings-Caple infra manerium & hundred p̃d ſcdm̃ pred conſuetud infra Cur' & maner' p̃d a toto p̃d tempore cujus contrar' memoria hominu' non exiſtit ut prefertur uſitat viceſimo nono die Maij an̄o regni Dni' Caroli primi nup Regis Angl' &c. viceſimo ſecundo coram Willielmo Gardner Gen' adtunc locum ten' Waltero Kyrle Armig' capital Seneſchal' ibm̃ & Tobia Payne tunc Attorn' p̄nobil' vicecom' Scudamore & Pho Reeſe Gen' tunc Attorn' Edwardi Powel Mil' & Thoma Hopkin tunc Attorn' Willielmi Hoskins Gen' adtunc ſectator̃ & domeſmeñ ejuſdm̃ Cur̃ & al' dci' nup Regis fidel' tunc ibi p̄ſentib; int quoſda' Willum Nurſe Saram ux' ejus & Johem Nurſe filij eoꝝdm̃ Will'i & Sare Quer' Et p̃d Thoma' Gwillym patrem & Mabillam ux' ejus deforc' de p̃d meſuag' t̃ris & teñtis in Narr̃ p̃d menconat' p quem quidem finem p̃d Thomas Gwillym pater conceſſit predicto Willielmo Nurſe & Sare ux' ejus & Johanni Nurſe filio eorumdm̃ Johannis & Sare

Que apres & devant 29 Maij 1646. *J. G.* & ſa feme mor' Per que le dit *T. G.* lour eigne fits enter, & ad Iſſue *Tho.*

Que les tenem. ſont tenus del Manor de *Wormelow*, que eſt Antient demeſne.

Et pleadable per petit Brief de Droit cloſe devant le ſeneſch. &c. del Manor.

Que fines ſont levy en le Court del Manor per cuſtom.

Que 29 Maij 1646. un Fine *ſur conceſſit* fuit levy des premiſſes per *Tho. Gwillym* le pere & ſa feme, accordant al cuſtom, &c.

Per quel, *T. G.* le Pere, grant al *W. N.* & *S.* ſa feme & *J. N.* lour fits pur lour vies.

Reſervant un annual Rent de 6 l.

Le Fine *in hæc verba.*

Que le Premiſſes al temps del Fine ne fueront uſualment demiſe; ne le dit Rent, le antient Rent.

Sare terras & tenementa p̄d in Narr p̄d ſuperius menconat exiſtent tent de maner pꝛed ꝓ termino vitaꝝ p̄d Willi Nurſe Sare ux' ejus & Johis Nurſe & vita alterius eoꝝ diutius viven̄ reſervando perinde annual' reddit ſex libꝛarum duran̄ termino ill' ꝓut in eodem fine pleni⁹ continetur tenoꝛ cujus quidem finis ſequitur in hec verba Woꝛmelow ſſ hec eſt finalis concoꝛdia fca̅ in Cur p̄nobil' Dn̄e Elizabethe Comitiſſ' Kanc manerij ſive hundꝛedi ſui de Woꝛmelow tent apud Kings-Caple infra maner & hundꝛed p̄d viceſimo nono die Maij an̄o regni Dn̄i noſtri Caroli Dei Gꝛa Angl' Scot Franc & Hibernie Regis fidei defenſor &c. viceſimo ſecundo coꝛam Willo Gardner Gen̄ locum ten̄ Willielmo Kyꝛle Armig' capital' Seneſchall' ibm̄ Tobia Payne Gen̄ Attoꝛn̄ p̄nobil' Johis vicecom̄ Scudamoꝛe & Pho Reeſe Gen̄ Attoꝛn̄ Edwardi Powel Mil' & Thoma Hopkin Mil' Attoꝛn̄ Willi Hoskins Gen̄ ſectator & domeſmen̄ ejuſdm̄ Cur & al' dicti Dn̄i Regis fidel' tunc ibi p̄ſentib⁹ int Willielmum Nurſe Saram ux' ejus & Johem Nurſe filium eoꝝdm̄ Willi & Sare quer Et Thomam Gwillym Gen̄ & Mabilla ux' ejus defoꝛc de uno meſuagio uno hoꝛreo uno Gardino un̄ Pomar ſexagint acris terre quindecim acris pꝛati & duab⁹ acris Paſtur cu̅ ꝑtin̄ in Kings-Caple infra Juriſdiccōnem hujus Cur unde placitum convencon̄ ſum̄ fuit int eos in eadem Cur ſcdm̄ conſuetud manerij ſive hundꝛed p̄d ibm̄ a tempoꝛe cujus contrar memoꝛia hominum non exiſtit uſitat' & apꝓbat' Et eſt concoꝛdia talis ſcilt quod p̄dicti Thomas & Mabilla recognover p̄d tenementa cum pertin̄ eſſe jus ipſius Willi ut ill' que iidem Will'us Sara & Johannes hent de dono p̄d Thome & ill' remiſer' & quiet clam̄ de ipſis Thoma & Mabilla & hered ipſius Thome p̄d Will'o Sare & Johi ꝓ & duran̄ termino vitaꝝ eoꝝ & eoꝝ alterius diuti⁹ viven̄ reddend inde annuatim p̄d Thome & heredib⁹ ſuis ſex libr legalis monet Angl' ſuper pꝛimu̅ diem Auguſti & pꝛimu̅ diem Febꝛuar equis Poꝛconib⁹ & p̄d Thomas & Mabilla conceſſer ꝓ ſe & heredib⁹ ipſius Thome q̄d ipi Warr p̄dca Tenementa cu̅ ꝑtin̄ p̄d Will'o Sare & Johi ꝓ & duran̄ termino vitaꝝ eoꝝ & eoꝝ alteri⁹ diutius viven̄ contra omnes hoies Et ꝓ hac recogn̄ remiſſ' quiet clam̄ Warrant fin̄ & concoꝛd p̄dci Will'us Sara & Johannes deder p̄d Thome & Mabille centum quadꝛagint & quinque libꝛaꝝ & decem ſolid Sterlingoꝝ ſed Jur p̄d ſuꝑ ſacru̅ ſuu̅ ulterius dicunt q̄d p̄d meſuag' terre & tenementa in fine p̄d-menconat non fuer p̄d tempoꝛe levacōnis finis p̄d uſualit dimiſſ' quodq; p̄d annual reddit ꝑ finem ill' ut pꝛefertur reſervat non fuit antiquus reddit eoꝝdem tenitoꝝ virtute cujus quidem finis pꝛed Will'us

Nurſe & Sara ux' ejus & Johannes Nurſe intraver' in terras & tenementa pred & fuer' inde ſeiſ' ꝓut lex poſtulat Et ſic inde ſeiſ' exiſten̄ ꝑfat' Thomas Gwillym pater exiſten̄ ſeiſ' de revercon̄ meſuag' terraꝝ & tenementoꝝ p̄d quidam al' finis Juratorib9 pred in Evidentiis oſtens levat' fuit in p̄d Cur' prenobil' Dne Elizabethe Comitiſſ' Kanc' tunc Dne pred' manerij ſive hundred ſui de Wormelow tent' apud Polſton in Parochia de Kings-Caple infra Juriſdiccon̄ Cur' ill' ibm̄ ſcdm̄ conſuetud pred' infra pred' Maner' a toto tempore p̄d ut prefertur uſitat' die veneris ſecundo die Junij anno regni Dni Caroli primi nuper Regis Angl' &c. viceſimo quarto coram Willielmo Gardner Gen̄ adtunc locū ten̄ Waltero Kyrle Ar' tunc capital' Seneſchall' ibm̄ & Tobie Payne Gen' tunc Attorn̄ prenobil' Johannis vicecom̄ Scudamore Johannis Ridley Gen̄ tunc Attorn' Willielmo Scudamore Ar' & Pho Reeſe Gen' tunc Attorn' Edwardi Powel Mil' & Barr' adtunc ſectator' & domeſmen̄ ejuſdem Cur' & al' dict' nuper Regis fidelibus tunc ibi preſentibus int' quendem Thomam Marrett quer' & pred' Thomam Gwillym & Mabillam ux' ejus deforc' de pred' meſuag' terris & tenementis in Narr' pred' menconat' ꝑ quem quidem finem ult' menconat' pred' Thomas Gwillym & Mabella conceſſer' pred' Thome Marrett Gen' & heredibus ſuis pred' meſuag' terras & tenementa in Narr' infraſcript' menconat' ꝓut in eodem fine plenius continet' tenor cujus quidem finis ſequitur in hec verba Wormelow ſſ' hec eſt finalis concordia fcā in Cur' prenobil' Dne Elizabethe Comitiſſ' Kanc' Maner' ſive hundred ſui de Wormelow p̄d tent' apud Polſton in Paroch de Kings-Caple infra Juriſdiccon' hujus Cur' die veneris ſcilt ſecundo die Junij anno regni Dni Noſtri Caroli Dei Gratia Angl' Scot' Franc' & Hibernie Regis fidei defenſor' &c. viceſimo quarto coram Willielmo Gardner Gen' locum ten' Waltero Kyrle Ar' capital' Seneſchall' ibm̄ & Tobia Payne Gen' Attorn' p̄nobil' Johannis Vicecom̄ Scudamore Johanne Ridley Gen' Attorn' Willielmi Scudamore Ar' & Pho Reeſe Gen' Attorn̄ Edwardi Powel Mil' & Barr' ſectator' & domeſmen̄ ejuſdem Cur' & al' dict' Dni Regis fidel' tunc ibm̄ p̄ſentib9 int' Thomam Marrett Gen' quer' Et Thomam Gwillym Gen' & Mabillam ux' ejus deforc' de uno meſuagio uno Gardino uno Pomar' ſexagint' acr' terre duabus acr' prati & quindecim acr' paſtur' cum pertin̄ in Kings-Caple infra Juriſdiccon̄ hujus Cur' unde placitum Convencon̄ ſum̄ fuit int' eos in eadem Cur' ſcdm̄ conſuetud' Maner' ſive hundred' p̄d ibm̄ a tempore cujus contrar' memoria hominum non exiſtit uſitat' & approbat' Et eſt concordia talis

Que les Conuſees entront.

Que *T. G.* le pere, eſtrant ſeiſie del Reverſion, Il & ſa feme leviont un auter Fine des premiſſes 2 Jun. 24. Car. 1. al *T. Marret* & ſes Heirs.

Le Fine *in hæc verba*.

talis ſcilt quod pred' Thomas Gwillym & Mabilla recogn̄ tenementa p̄d cum pertin' eſſe jus ipſius Thome Marrett ut ill' que idem Thomas Marrett het de dono p̄dictor̄ Thome Gwillym & Mabille & ill' remiſer̄ & quiet̄ clam̄ de ſe & heredibus ſuis imperpm̄ Et preterea iidem Thomas Gwillym & Mabilla conceſſer̄ ꝑ ſe & heredibꝰ ipſius Thome Gwillym q̄d ipi Warr̄ Tenementa pred' cum pertin' prefat̄ Thome Marrett & heredibꝰ ſuis imperpm̄ Et ꝑ hac recogn̄ remiſ' & quiet̄ clam̄ Warran̄ fin̄ & concordia idem Thomas Marrett dedit prefat' Thome Gwillym & Mabille centum librar̄ Sterlingorum In cujus rei Teſtimoniū l'ris preſentibus tam prefat' locum tenens quam ſectator̄ & domeſmen̄ pred' ſigilla ſua appoſuer̄ dat̄ die & anno ſupradictis Et iidem Jur̄ ulterius ſuper ſacrū ſuū pred' dic' quod finis ult̄ menconat̄ ſic levat̄ ita levat̄ fuit ad uſum pred' Thome Gwillym pris̄ hered̄ & aſſign̄ ſuor̄ imperpm̄ virtute cujus quidem finis necnon vigore pred' actus de uſibus in poſſeſſionem transferend̄ pred' Thomas Gwillym fuit ſeiſ̄ de pred' Tenementis in Narr̄ infraſcript̄ ſpecificat̄ prout lex poſtulat Et ſic inde ſeiſ̄ exiſten̄ per quandam Indentur̄ Juratoribus pred' in Evidentiis oſtens̄ geren' dat' primo die Novembris anno regni dicti Dnī Caroli primi Regis Angl' &c. viceſimo quarto int̄ p̄fat' Thomam Gwillym prem̄ per nomen Thome Gwillym de Kings-caple in Com̄ Heref. Gen' ex una parte & Thomam Payne de Kings-caple pred' Yeoman ex altera parte tunc fact̄ pred' Thomas Gwillym pater ꝑ cons̄ in eadem Indentur̄ menconat̄ enfeoffavit barganizavit & vendidit p̄d' Thome Payne & heredibꝰ ſuis pred' meſuag' terras & tenementa in Narr̄ pred' menconat̄ Et Jur̄ pred' ſuper ſacrū ſuū pred' ulterius dic' quod Indentur̄ pred' ult̄ menconat̄ fuit irrotulat̄ de Record̄ in Com̄ Heref. int̄ Record̄ ejuſdem Com̄ ſcdm̄ formam Statut̄ inde edit̄ & proviſ̄ coram Thoma Baskervile Ar̄ adtunc un̄ Juſtic' ad pacem in pred' Com̄ Heref. conſervand̄ aſſign' & Milone Hill Gen' adtunc Clerico pacis Com̄ p̄d infra ſex menſes prox' ſequen' poſt confeccon' Indentur̄ illius ſcilt decimoquinto die Marcij anno Dnī ſcdm̄ computacon' Eccl'ie Anglican' mill'imo ſexcenteſimo & quadrageſimo octavo virtute cujus quidem barganizacon̄ & vendicon' necnon vigore pred' actus de uſibus in poſſeſſion' transferend̄ pred' Thomas Payne fuit ſeiſ̄ de pred' revercone pred' tenementor̄ in Narracone pred' menconat' ut de feodo & Jure prout lex poſtulat Et iidem Jur̄ ulterius ſuper ſacrū ſuū dic' q̄d terre & tenementa pred' in Narr̄ pred' menconat̄ & terre & ten̄ pred' in fine pred' ult̄ menconat' ſunt eadem terre & tenementa & non alia neque diverſa Et ulterius dic' q̄d

per

Que le darr' Fine fuit levy al uſe de *T. G.* le pere & ſes heirs.

Que *T. G.* le pere 1 Nov. 24 Car. 1. per Indent' enroll, &c. convey les prem' al *Tho. Payne* & ſes heirs.

Le inrollment del Indent' devant un Juſt. de paix, &c.

Que *Tho. Gwillym* le pere 19 Nov. 1649. Releaſe lout ſon droit al dit *Thomas Payne* (eſteant ſeiſie, &c.) & ſes heirs.

per quoddm̄ ſcriptū relaxacon' Juratoribus pd̄ in Evidenciis ſtens̄ geren' dat̄ decimo nono die Novembr̄ anno Dn̄i millimo ſexcenteſimo quadrageſimo nono pred' Thomas Gwillym pater p conſideraconibꝰ in eodem ſcript̄ menconat̄ dedit conceſſit remiſit relaxavit & quiet̄ clamavit pred' Thome Payne de revercōne tenementoꝝ pd̄ in formia pd̄ ſeit̄ exiſten' & hered̄ ſuis tot̄ titulū intereſſe terminū & demand̄ quecunq; pred' Thome Gwillym in terris & tenementis in predicto ſcripto relaxacon' menconat̄ exiſten' terr̄ & tenementa in Narracōne pred' menconat̄ prout in eodm̄ ſcripto relaxacon' plenius continetur tenor cujus quidm̄ ſcripti ſequitur in hec verba. To all Chriſtian People to whom this preſent Writing ſhall come: I *Thomas Gwillym* of *Kings-caple* in the County of *Hereford* Gent. Send greeting in the Lord God everlaſting: Whereas I *Thomas Gwillym* by my Indenture under my Hand and Seal, bearing Date the firſt Day of *November* in the four and twentieth Year of the Reign of our Sovereign Lord *Charles*, late King of *England*, &c. Acknowledged and Inrolled before *Thomas Baskervile* Eſq; then one of the Juſtices of the Peace, and *Cuſtos Rotulorum* of the ſaid County of *Hereford*, and *Miles Hill* Gent. then Clerk of the Peace for the ſaid County of *Hereford*, for and in conſideration of the Sum of Twenty Pounds of lawful Money of *England* therein mentioned, did Give, Grant, Bargain and Sell unto *Thomas Payne* of *Kings-caple* aforeſaid, and his Heirs, All that Capital Meſuage or Tenement, wherein one *William Nurſe*, then and yet dwelleth, lying and being in *Penalte* within the ſaid Pariſh of *Kings-caple*, all the Gleabland, Meadow, Paſture and Wood hereunto belonging, uſed and occupied, and then and yet in the Tenure of the ſaid *William Nurſe*, and one *Thomas Payne*, To have and to hold the Capital Meſuage or Tenement, and all and ſingular other the Premiſſes with the Appurtenances in the ſaid recited Indenture mentioned unto the ſaid *Thomas Payne* his Heirs and Aſſigns for ever, to the ſole only and proper Uſe and Behoof of the ſaid *Thomas Payne*, and of his Heirs and Aſſigns for ever. Now know ye, that I the ſaid *Thomas Gwillym* for and in conſideration of a further Sum of Fourſcore Pounds of lawfully Money of *England*, to the ſaid *Thomas Gwillym* by the ſaid *Thomas Payne*, well and truly paid, have granted, remiſed, releaſed, and quit-claimed, and by theſe Preſents do Grant, Remiſe, Releaſe, and for ever quit-claim unto the ſaid *Thomas Payne* and his Heirs, All my Eſtate, Right, Title, Intereſt, Term and Demand whatſoever which I now have, or by any means hereafter ſhall or may have of in or to the ſaid Capital Meſuage or Tenement, Lands, Meadows, Leaſowes, Woods and Premiſſes, with the Appurtenances in *Penalte* and

Le Releaſe *in hæc verba.*

Kings-caple aforeſaid, ſo that neither I the ſaid *Thomas Gwillym*, nor my Heirs ſhall have Claim or Demand any Eſtate, Right, Title or Intereſt, of in or to the ſaid Capital Meſuage, Lands and Premiſſes, with the Appurtenances, or any part thereof by me formerly granted to the ſaid *William Nurſe*, *Sarah* his Wife, and *John Nurſe* their Son for Term of their Lives, but ſhall from henceforth be utterly and for ever excluded by theſe Preſents: In Witneſs whereof, I the ſaid *Thomas Gwillym* have hereunto put my Hand and Seal the nineteenth Day of *November*, One Thouſand Six Hundred Forty and One. Et iidm̄ Jur̄ ulterius ſuper ſacrū ſuū dic' qd̄ poſtea ſcilt viceſimo die Junij anno Dnī millimo ſexcenteſimo ſexageſimo tercio pred' Thomas Gwillym pater obiit Quodq; p̄d Thomas Gwillym Junꝛ tunc exiſtenꝛ plene etatis viginti & unꝛ annoꝝ fuit filius & heres Tho. Gwillym patris Quodq; p̄d Thomas Gwillym Junꝛ hūit exit de corpore ſuo exeunꝛ pred̄ Ricardum Gwillym dimiſor̄ quer' filiū ſuū Quodq; p̄d Thomas Gwillym pater p̄d Ricardi poſtea & ante tempus dimiſſionꝛ p̄dict̄ in Narracone p̄d ſuperius fieri ſuppōit̄ obiit quodq; p̄d Ricardus Gwillym eſt filius & heres p̄d Thome Gwillym patris ſui & Abnepos & heres p̄d Marie Andrews de corpore ſuo liẗtimo exeun' Et Jur' p̄d ſuper ſacrū ſuū p̄d ulterius dic' qd̄ p̄d Thomas Payne de pred̄ revercone p̄dictoꝝ tenementorum in Narr' p̄d ſpec' in forma p̄d ſeit̄ exiſtenꝛ ipſe idem Thomas Payne poſtea & ante tempus dimiſſionꝛ p̄d in Narr' p̄d ſuppōit̄ ſcilt viceſimo die Septembris anno Dnī millimo ſexcenteſimo ſexageſimo primo obiit ſic inde ſeit̄ exiſteñ poſt cujus mortem p̄d reverco eorundem tenementoꝝ deſcendebat cuidam Johanni Payne ut filio & hered̄ ipſius Thome Payne per quod p̄fat̄ Johannes Payne fuit ſeit̄ de eadem revercoñ tenementoꝝ ill' ut de feodo & Jure ꝓut lex poſtulat Et ſic inde ſeit̄ exiſteñ ipſe idem Johannes Payne poſtea & ante pred' tempus dimiſſon' in Narr' pred' ſuppoſit̄ ſcilt viceſimo octavo die Decembris anno Dnī millimo ſexcenteſimo octogeſimo obiit ſine exit̄ de corpore ſuo exeun' de tli ſtatu ſuo in forma p̄d ſeit̄ exiſteñ poſt cujus mortem p̄d reverco tenementoꝝ p̄d deſcendebat p̄fat̄ Margarete ux' p̄d' Edwardi Marie ux' prefat̄ Andree & Marie Meyrick ut cohered̄ p̄fat' Johannis Payne per quod p̄d Edwardus & Margaret̄ ux' ejus in Jure ipſius Margarete p̄d Andreas & Maria ux' ejus in Jure ipſius Marie & p̄fat' Maria Meyrick fuer' ſeit̄ de pred' revercoñ tenementoꝝ p̄d ut de feodo & Jure ꝓut lex poſtulat Quodq; p̄d Thomas Payne duraũ vita ſua & poſt confeccoñ p̄d' Indentur̄ bargainizacon' & vendicoñ ſic ut p̄fert irrotlat̄ ac poſt mortē ejꝰ p̄d Johes Payne duran' vita ſuo ac poſt

Que *Tho. Gwillym* le pere moruſt 20 Jun. 1663.

Que le dit *T. Gwillym* Jun' (donque del Age de 21) fuit ſon fits & heir, Et ad iſſue le leſſor, &c. Et moruſt.

Que le leſſor, &c. fuit auxi heir del corps de dit *Mary Andrews*.

Que le dit *Tho. Payne* mor' 20 Sept. 1661. Et ſa reverſion deſcend a *John*, ſon fits & heir.

Que 28 Dec. 1680. *John* mor' ſans iſſue. Et le reverſion deſcend al les femes Def. coheirs de *John*.

poſt mortem ejus p̄fat Edwardus & Margareta Andreas & Maria & Meyrick reſpective recepet̄ & pacific̄ gaviſ̄ fuer̄ p̄red̄ annual' reddit' ſex libraꝝ ſic ut p̄fertur reſervat' duran' continuacon' p̄d̄ conceſſion' & dimiſſion' ꝑ tribus vitis ut p̄fertur fact' Et Juratores p̄d̄ ſuper ſacrm̄ ſuū p̄d̄ ulterius dicunt q̄d p̄d̄ Sara Nurſe ſupervixit p̄d' Willūm Nurſe & Johem̄ Nurſe qui de p̄red' teñtis in Narr̄ p̄d' ſpec' obier' ſeiſit' Et q̄d ip̄a p̄fat' Sara obijt decimo ſeptimo die Septemb̄r anno Dn̄i milleſimo ſexcenteſimo nonageſimo tertio de teñtis p̄d' in narr̄ p̄d' ſpec' ut p̄fertur ſeiſit̄ Undq; poſt mortem p̄d' Sare p̄d' Edrūs Bourne & Margareta in jure ipſius Margarete p̄red' Andreas & Maria in jure ipſius Marie ux' ejus & p̄fat' Maria Meyricke in p̄red' meſſuag' terras & teñta in narr̄ p̄red' mencōnat̄ intraver̄ & fuer̄ inde ſeiſit̄ ꝑut lex poſtulat Undq; poſtea & ante tempus dimiſſion' in narr̄ p̄d' ſuperius fact̄ p̄d' Ricus̄ Gwillym in meſſuag' & terras p̄d' in narr̄ infraſcript' ſuperius mencōnat̄ intravit & fuit inde ſeiſit̄ ꝑut lex poſtulat p̄d' Ric̄us adtunc & adhuc infra etat' viginti & un' annoꝝ exiſten'. Ils troveront le Leaſe, Entry & Ouſter; & ſi les Def. ſont *cul'* de le Tranſgreſſion & Ejectment, donc ils troveront eux *cul'*; & *ſi non*, donc ils troveront eux *Non cul.*

Que le dit *Tho. Payne* & ſes dits Heirs receive le dit Rent de 6 l. reſerve ſur le Leaſe pur 3 Vies.
Que le Survivor des dits 3 Leſſees mor' 17 Sept. 1693.
Que ſur ceo les Def. enter & le Leſſor (eſteant del age de 21.) enter ſur eux.

CEſt Caſe fuit deux foits argue per Counſel d'ambideux parties; Et nul queſtion fuit fait, mes que un Fine poiet eſtre levy en un Court de Auntient Demeſne. Mes ſur le primer Argument pur le Plaintiff fuit inſiſt, que le Fine ſur *conceſſit* en ceo Caſe, ne fuit aſcun Barr al le entaile; car nul Fine devant le Stat. 4 *H.* 7. fuit un Barr; Et ceſt Statute fiſt le Fine ove Proclamations ſolement, d'eſtre un Barr d'Eſtate Taile. Devant ceſt Stat. un Fine ne fuit forſque un diſcontinuance, & le Reaſon que fuit un diſcontinuance eſt, pur ceo que le Fine eſt un Feofment de Record; mes le Fine en ceo Caſe eſteant levy en un baſe Court, ne poit eſtre dit un Feoffment de record, & per Conſequence n'eſt aſcun diſcontinuance, & ſi le Fine ne fuit aſcun Barr ou Diſcontinuance, donques n'eſt aſcun choſe en le Caſe, per que le Entry del Leſſor del Plaintiff poiet eſtre barr. Mes admittant que le Fine fuit un Diſcontinuance, uncore ne fuit forſque temporary, *viz.* durant les trois Vies mention en le Fine ſur *conceſſit*, & donques ſur le mort de le Survivor de eux (ceo eſteant deins 20 ans devant le Action port) le Entry de Leſſor eſt congeable nient obſtant le Stat. de Limitations.

Sur le darrein Argument pur le Plaintiff, fuit admit, que le Fine ſur *conceſſit* fuit un Diſcontinuance : Mes donc fuit inſiſt que fuit ſolement temporary, & que fuit determine per le mort del ſurvivant Leſſee; & a prover ceo *Lit. Sect.* 620, 622. fuit cite. Fuit auxi dit que ceſt Caſe ne fuit deins les parols del Stat. de Limitations, que dit que nul home ferroit aſcun entry en terrs, mes deins 20 ans apres ſon Title accrue a luy: Mes nul Title d'Entry fuit en le Pere del Leſſor, iſſint que a ceſt purpoſe nul Laches fuit en luy, per que Leſſor poiet aver prejudice. Mes le Title d'Entry primes accrue al Leſſor meſme, per le mort del ſurvivant Leſſee pur vie, que fuit en le An 1693. Mes admittant que le fact del Caſe fuit deins le Stat. & que Title d'Entry accrue al pier del Leſſor, en ſon Vie; uncore fuit object que come ceſt ſpecial Verdict eſt, nul Advantage poiet eſtre priſe ſur le Stat. pur ceo; car per le Stat. mults choſes ſont allow pur Excuſes pur Non Entry, come Infancy, &c. & donc Entry poit eſtre fait deins 20 Ans apres tiel impediments remove; & pur aſcun choſe que appiert en le ſpecial Verdict, le Pere de le Leſſor fuit ſoubs aſcun Impediment allow per le Stat. d'eſtre un Excuſe pur ſon Non-Entry.

Fuit admit per le Counſel del Defendant, que le Diſcontinuance fuit forſque temporary, *viz.* durant les trois Vies mention en le Fine ſur *conceſſit.* Mes nient obſtant ceo, fuit inſiſt per eux, que le Entry de le Leſſor fuit barr; & pur ceo le Caſe de *Sawle* & *Clarke*, 1 *Jones* 208. fuit cite, quel Caſe eſt auxi report en 1 *Cro.* 156. per le noſme de *Salvin* & *Clarke*, lou le Caſe fuit come enſuiſt; *Alexander Sydenham* eſteant Tenant en Taile Male, le Reverſion en Fee al *John* ſon eigne Frere, fiſt Leaſe pur trois vies nient garrant per le Stat' Donc Fine ove proclamations fuit levy per *Alex.* al un *Taylor*, & donc *Alex.* moruſt ſans Iſſue Male, vivant le Leſſee pur Vie; 5 Ans & pluis expire en le vie de *John*, apres le mort de *Alex. John* ſon Frere moruſt ſans Iſſue, *Eliz.* le File & Heir de *Alex.* eſteant Niece & Heir de *John*, le Leaſe pur trois Vies expire, & ſi *Eliz.* fuit Barr per ceſt Fine & Non-Claim, fuit le Queſtion; & apres pluſors Arguments al Barr, & apres al Bench touts les Juſtices fueront de Opinion que *Eliz.* fuit barre; car quand *John*, que ad le droit al temps del mort de *Alex.* ſans Iſſue Male, n'ad proſecute ceſt Title, ceo eſt un Barr; & il n'averra aſcun advantage de Entry apres le mort del Tenant pur Vie, pur ceo que il n'ad aſcun auter Title apres ſon mort, que il ad devant; car ſon Title fuit per le mort de Tenant en Tail ſans Iſſue Male, & donc il puiſſoit aver port ſon Formedon, & quand il ne purſue ſon Title que primerment veſte, il & ſes Heires ſerront barre; & ils n'averont 5 Ans apres le mort de Tenant pur Vie, Quel Reaſon eſt agreeable al Caſe en queſtion; car per le mort de *Thomas* le Aiel del Leſſor, que fiſt le Diſcontinuance, *Thomas* le Pere de Leſſor fuit entitle al ſon Action de Formedon; le quel il ne ayant purſue, ſon Laches curgera al prejudice del Leſſor, coment il ſoit Infant; & pur ceo *vide Plow.* 376. *b.* Mes nient obſtant ceo, le Court fuit de Opinion que nul choſe appiert ſur le Record per que le Entry de le Leſſor fuit barre, & pur ceo Judgment fuit done pur luy. *Wright* & *Geers* pur le Plaintiff, *Darnel* & *Lutwyche* pur le Defendant. Mes Brief de Error fuit port, & le Judgment fuit affirm, per le Opinion de touts les Juſtices de *B. R.* Queux deliver lour Opinions *ſeriatim*, & les Points enſuants fueront per eux unanimouſment reſolve.

1. Que un Fine poiet eſtre levy de Terrs en Auncient Demeſne en le Court de Auncient Demeſne, nient obſtant le Stat. 18 *E.* 1. *vocat' Modus levandi Fines*, que dit que Fines ſerront levy en *C. B.* & *non alibi*. Car ceo Stat. ſolement toll le Validity de Fines levy en Borough-Courts, ou auter inferior Courts, que fuit le Miſchief intend d'eſtre prevent pur ceo Stat. & ne extend al Courts d'Auncient Demeſne: Car il ſerroit unreaſonable que ils ſerront impede a levier Fines en *C. B.* (come ils poient eſtre per Brief de Diſceit) & uncore ne poient levier Fines en lour Courts d'Auncient Demeſne.

2. Fuit reſolve, que tiel Fine levy en Auncient Demeſne fiſt un diſcontinuance, & ad touts les Effects d'un Fine levy en *C. B.* forſque que il n'eſt un Barr, quel eſt ſolement per force del Stat. de 4 *H.* 7.

3. Que le Fine trove en ceſt Caſe eſt bone, nient obſtant que le Cuſtom eſt trove a levier Fines foundus ſur Brief de Droit cloſe, & le Fine levy eſt *in placito Conventionis inter eos, &c.* car il eſt trove d'eſtre *ſecundum conſuetud' Cur'*, & n'eſt aſcun inconſiſtency enter Brief de droit Cloſe, & ceſt Action de Covenant; car le Action de Covenant n'eſt perſonal en ceſt caſe, mes real *quod teneat convencon'*, *&c.* & nemy pur Damages pur Breach del Covenant.

4. Que le primer Fine trove fiſt un Diſcontinuance ſolement pur 3 Vies, & nemy un Diſcontinuance en Fee, nient obſtant que les Conuſors en le primer part del Fine conuſteront le droit d'eſtre al Conuſees, quel (fuit Object) imply Fee-ſimple; & nient obſtant le Garranty en le ſecond Fine.

5. Que le Leſſor del Plaintiff n'eſt barre per le Stat. de 21 *Jac.* 1. de Limitations, coment que 20 ans fueront paſſe puis droit d'Action *ſcil.* Formedon, accrue. Car coment que il fuit barre de ceſt Action apres 20 Ans paſſe, uncore il ad title d'entry ſolement

ment puis le Diſconiinuance pur trois Vies determine, & il avera 20 Ans pur entrer apres ſon Title d'Entry accrue a luy, que en ceſt Caſe fuit per le Determination de le Leaſe pur trois Vies; Et ceo fuit deins 20 Ans devant le Action port. *Ex relatione alterius*, quant al les Reſolutions en *B. R.*

Sleigh v. *Metham.*

Tempeſt. Trin. 9 W. 3. Regis. Rot. 395.

Ejectment pur un Meſ. & 4 Acres de Terre en *Nottingham* ſur le Demiſe de *Frances Curtis*.

Narr'. Sur Demiſe 1 April 9 W. 3. pur 5 Ans.

Vill' Nott' ſſ. Thomas Metham nup de Vil' Nott' in Com̃ Vill' p̃d' Baker attach̄ fuit ad reſpondend' Johi Sleigh de ptito quare vi & armis unū meſſuagiū & quatuor acras terre cum ptin' apud Villam de Nottingham in Com̃ Vill' p̃dict' que Francā Curtis Vid' eidem Johi dimiſit ad terminū qui nondum p̃terijt intravit & ipm̄ a firma ſua p̃d' ejecit & alia enormia ei intulit ad grave dampnū ipſius Johis & contra pacem dcī Dnī Regis nunc &c. Et unde idem Johes p Thomam Alſopp Attorn' ſuū queritur q̃d cum p̃dcā Francā primo die Aprilis anno regni dicti Dnī Regis nunc &c. nono apud Vill' Nott' p̃d' dimiſiſſet eidem Johi teñta p̃dcā cum ptin' habend' & tenend' teñta p̃d cum pertin' eidem Johi & aſſign' ſuis a viceſimo quinto die Marcij tunc ult' p̃terit' uſque finem & terminū quinque annoꝝ extunc px' ſequen' & plenar' complend' & finiend' virtute cujus quidem dimiſſionis idem Johes in tenementa p̃dcā cum ptin' intravit & fuit inde poſſeſſionat' Et ſic inde poſſeſſionat' exiſten' p̃dcus Thomas poſtea ſcil't p̃dco primo die Aprilis anno nono ſupdicto vi & armis &c. in tenementa p̃d' cum ptin' que p̃dcā Francā in forma p̃d' dimiſit ad terminum p̃dcū qui nondū preterijt intravit & ipm̄ a firma ſua predcā ejecit & alia enormia &c. ad grave dampnū &c. & contra pacem &c. unde dicit q̃d deteriorat' eſt & dampnū habet ad valenc' viginti librar & inde pduc' ſectam &c.

Barr. Per *Non cul'* &c.

Ven. fac. agard.

Et pred' Thomas p Johem Boley Attorn' ſuū ven' & defend' vim & injur' quando &c. Et dic' q̃d ipſe in nullo eſt culpabilis de tranſgr̃ & ejeccon' pred' modo & forma put pred' Johes ſuperius v̄ſus eum queritur Et de hoc pon' ſe ſuper priam Et pred' Thomas inde ſimit' Jō precept' eſt Vic' q̃d Venir' fac' hic a die Scē Trinitatis in tres ſeptimanas duodecim &c. p quos &c. Et qui nec &c. ad recogn' &c. Quia tam &c. Ad quem

diem Jurat inter partes predict' de predc̃o plito põit' fuit inde inter eas in reſpectu hic uſq; ad hunc diem ſcil't a die Sci Michaelis in tres Septimanas tunc px' ſequen' niſi Juſtic' Dni Regis ad Aſſiſas in Com Will' pred' capiend' aſſign' per formam Statuti &c. die Sabbati viceſimo quarto die Julij px' preterit' apud Villam Nott' in Com̃ Will' pred' prius ven' Et modo hic ad hunc diem ven' tam pred' Johes quam pred' Thomas p Attorn' ſuos predc̃os Et prefat' Juſtic' ad Aſſiſas coram &c. miſ̃ hic recordũ ſuũ in hec verba :

Le *Poſtea.*

Poſtea die & loco infracont' coram Georgio Treby Mil' capital' Juſtic' Dni Regis de Banco Et Littleton Powis Mil' un' Baron' Scaccarij dicti Dni Regis Juſtic' ipſius Dni Regis ad aſſiſas p vill' Not' & Com ejuſdem vill' apud vill' Not' capiend' aſſign̄ per formam Statuti &c. ven̄ infranominat' Johes Sleigh per Attorn' ſuu infracontent' & infraſcript' Thomas Metham licet ſolempnit' exact' non ven' ſed' defalt' fec' Jõ Jur' unde infra fit menc̃o capiatur verſus eum per defalt' ſuper quo Jur̃ Jur̃e ill' exact' ven' qui ad veritatem infracontent' dicend' eſci triat' & Jurat' dicunt ſup ſacru ſuu q̃d diu ante tempus tranſgr' & Ejeccon̄ infraſcript' in narracon̄ infraſcript' interius fieri ſuppoſit' quidam Joſephus Curtis ſeĩt fuit in Dominico ſuo ut de feodo de meſuagiis & terris cum ptin̄ in Narracon̄ infraſcript' interius menconat' & nunc in queſtione Et ſic inde ſeĩt exiſten̄ in conſideracõne Maritagij tunc intens̄ fieri & ſolemnizari int' ipſum p̄dictum Joſephu & quandam Franciſcam Drew & cujuſdam porconis ſolut' p̄dicto Joſepho in maritag' cum predicta Franciſca ipſe Joſephus Curtis fecit ſigillavit & ut factu ſuu in debita forma juris deliberavit (ante diem ſolemnizacon̄ maritagij p̄d) quandm̄ Indenturam geren̄ dat' duodecimo die Octobr̄ anno Dni milleſimo ſexcenteſimo octogeſimo primo int' ipſum predict' Joſephu ex prima parte p̄d Francam Curtis & cõit' not' & appellat' per nomen Franc Drew filie Anthij Drew & poſtea ux' p̄d Joſephi Curtis ex ſecunda parte Et quoſdam Carolu Bawdes Jun' & Johannem Hope Gen' ex tertia parte tenor cujus quidem Indenture ſequitur in hec verba. ¶ This Indenture tripartite made the twelfth Day of *October* in the three and twentieth Year of the Reign of our Moſt Gracious Sovereign Lord *Charles* the Second by the Grace of God of *England*, *Scotland*, *France* and *Ireland*, King Defender of the Faith, *&c.* *Annoq; Dom.* 1681. Between *Joſeph Curtis* of the Town and County of the Town of *Nottingham*, Baker, of the firſt part, and *Frances Drew*, one of the Daughters of *Anthony Drew*, late of *Lemſter* in the County of *Hereford* deceaſed, of the ſecond part, and *Charles Bawdes* the younger

Spec' Verdict. Que *Joſeph Curtis* ſeiſie en fee, per Indent' (en conſid' de Marriage ove le leſſor del Pl.) 12 Oct. 1681. Covenant d'eſtroyer ſeiſie, &c.

Le Indenture *in hæc verba*. Quel meſme eſt d'eſtre peruſe (le queſtion del Caſe ſurdant ſur le male traher de ceo.)

younger of *Summerby* in the County of *Lincoln* Gent. and *John Hope* of *Edwell* in the County of *Derby* Gent. on the third part: Whereas a Marriage by the Grace of God is intended ſhortly to be had and ſolemnized between the ſaid *Joſeph Curtis* and the ſaid *Frances Drew*. Now this Indenture witneſſeth, that in Conſideration of the ſaid intended Marriage, and of a competent Sum of Money paid and ſecured to be paid unto the ſaid *Joſeph Curtis* as the Marriage Portion of the ſaid *Frances Drew*, and for the ſettling a competent Jointure and Maintenance upon the ſaid *Frances Drew*, in caſe the ſaid intended Marriage take effect, and ſhe ſhall happen to ſurvive and over-live him the ſaid *Joſeph Curtis*, and for the conveying, ſettling and aſſuring the Meſuage, Burgage or Tenement herein after mentioned to and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and upon and under the ſeveral Truſts, Limitations and Agreements herein hereafter declared, limited and contained, And for other good Cauſes and Conſiderations, It is covenanted, granted, concluded and fully agreed upon by and between all the ſaid Parties to theſe Preſents, And the ſaid *Joſeph Curtis* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them doth Covenant, Grant and Agree to and with the ſaid *Charles Bawdes* and *John Hope* their Heirs, Executors and Adminiſtrators by theſe Preſents, in manner and form following (that is to ſay) All that Meſuage, Burgage or Tenement ſituate and being in the Town of *Nottingham* aforeſaid, lying and butting on the Street over againſt the *Guild-hall* Stairs, containing one Bay of Building on the Eaſt or Eaſterly, the aforeſaid Meſuage or Tenement being late in the Tenure or Occupation of *Thomas Winter* Gent. as by Deed may more fully appear, but now or late in the Occupation of the ſaid *Joſeph Curtis*, with all Out-houſes, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Courts, Courtyards, Backſides, Shops, Sellers, Vaults, Ways, Eaſements, Liberties, Priviledges, Profits, Commodities, Advantages and Hereditaments whatſoever, occupied, enjoyed or reputed or taken as Part and Parcel of the ſame, to the Uſe and Behoof of the ſaid *Joſeph Curtis* during his natural Life, without Impeachment of Waſte, And after the Deceaſe of the ſaid *Joſeph Curtis*, then to the Uſe and Behoof of the ſaid *Frances Drew* his intended Wife and her Aſſigns, for and during the term of her natural Life for her Jointure, and in lieu and Recompence and full Satisfaction of all manner of Dower and Thirds, when ſhe the ſaid *Frances Drew* ſhall or may have Claim out of all or any of the Lands, Tenements or Hereditaments of him the ſaid *Joſeph Curtis*, and from and after the Deceaſe of the ſaid *Joſeph Curtis* and *Frances* his ſaid Wife, and the ſurvivor of them, To the Uſe and Behoof of the firſt Son of the Body of the ſaid *Joſeph Curtis* on the Body of the ſaid *Frances Drew* lawfully to be begotten, and of the Heirs-males of the Body of ſuch firſt Son lawfully iſſuing, And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son on the Body of the ſaid *Joſeph Curtis* on the Body of the ſaid *Frances* lawfully to be begotten, And of the Heirs-males of the Body of ſuch ſecond Son, as lawfully iſſuing, And for Default of ſuch Iſſue, then to the Uſe and Behoof of the Third, Fourth, Fifth and Sixth, and all and every other Son and Sons of the ſaid *Joſeph Curtis* on the Body of the ſaid *Frances Drew* lawfully to be begotten ſeverally and reſpectively one after another in Order and Courſe as they and every of them ſhall be in Seniority or Priority of Age and Birth, &c. And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Charles Bawdes* and *John Hope* and their Heirs, in Caſe the ſaid *Frances* ſhall be Enſeint or with Child at the time of the Deceaſe of the ſaid *Joſeph Curtis* untill ſhe ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen, And if ſuch after-born Child or Children ſhall be Son or Sons, then to the Uſe and Behoof of his or their Body or Bodies, lawfully iſſuing, and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Charles Bawdes* and *John Hope* their Executors, Adminiſtrators and Aſſigns, for and during the Term of fourſcore and nineteen Years, without Impeachment of Waſte upon Truſt, and to the Intent and Purpoſes, and for the Payment in that Behalf herein after mentioned and expreſſed and contained (that is to ſay) That in Caſe the ſaid *Joſeph Curtis* ſhall die having no Iſſue-male of his Body on the Body of the ſaid *Frances Drew* lawfully begotten or born after his Death, having Iſſue only one or two Daughters and no Son, then the Tenement aforeſaid ſhall go to the Aſſignee or Aſſignees of the ſaid *Joſeph Curtis* whom he ſhall nominate or appoint by Will, paying or ſecuring to be paid out of the ſaid Tenement, the Sum of one hundred and fifty Pound at her or their reſpective Age or Ages of one and twenty Years, if ſhe or they ſhall then be living, but if there ſhall be more than two Daughters and no Son lawfully begotten between them, then all thoſe ſaid Daughters ſhall have the ſaid Meſuage or Tenement for their Portion and Portions to be equally divided ſhare and ſhare alike without any Charge or Deduction, And it is further declared and agreed, that if the aforeſaid *Joſeph Curtis* ſhall beget on the Body of the ſaid *Frances Drew* both Sons and Daughters, That then the Heir-male ſhall pay or ſecure to be paid to his aforeſaid Brothers and Siſters the Sum of one hundred Pounds at their reſpective Age or Ages of one and twenty

Years if they ſhall ſo long live, equally to be divided ſhare and ſhare alike out of the aforeſaid limitted Tenement, And in Caſe the ſaid Portion or Portions ſhall not be reſpectively paid accordingly, That then and from thenceforth they the ſaid *Charles Bawdes* and *John Hope* and the Survivor of them, or either of them, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and may out of the Rents, Iſſues and Profits of the Premiſſes to them reſpectively limitted as aforeſaid, or by Leaſes, Mortgages, or Sales thereof, of all or any Part or Parcel thereof, raiſe and pay the ſaid Portion or Portions, or by any other Ways or Means as the aforeſaid *Charles Bawdes* and *John Hope* ſhall think fit and convenient, And it is hereby declared, that the Eſtate and Term of fourſcore and nineteen Years of and in the ſaid Premiſſes herein before conveyed unto the ſaid *Charles Bawdes* and *John Hope* is upon the ſeveral Truſts, and to the ſeveral Ends, Intents and Purpoſes, and ſubject to the Proviſoes herein after expreſſed (that is to ſay) for and concerning that Meſuage or Tenement laſt above-mentioned, is to the Uſe and Behoof of the ſaid *Joſeph Curtis* during his natural Life, without Impeachment of Waſte, and after the Determination of the Eſtate for Life of the ſaid *Joſeph Curtis*, Then to the Uſe and Behoof of the ſaid *Charles Bawdes* and *John Hope* and their Heirs upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limitted from being defeated and deſtroyed, and to the end to make Entries as the Caſe ſhall require, permitting and ſuffering the ſaid *Joſeph Curtis* to take and receive the Iſſues and Profits during his natural Life, and from and after the Deceaſe of the ſaid *Joſeph Curtis*, then to the Uſe and Behoof of the ſaid *Frances Drew* his ſaid intended Wife and her Aſſigns, for and during the term of her natural Life for her Jointure, and in Lieu and Recompence and full Satiſfaction of all manner of Dower or Thirds as ſhe may Claim out of all the aforeſaid *Joſeph Curtis* his Eſtate, And from and after the Deceaſe of the ſaid *Joſeph Curtis* and *Frances* his ſaid Wife, and the Survivor of them, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Joſeph Curtis* on the Body of the ſaid *Frances Drew*, lawfully to be begotten, and of the Heirs-males of the Body of ſuch firſt Son lawfully iſſuing, And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Joſeph Curtis*, on the Body of the ſaid *Frances* lawfully to be begotten, and of the Heirs-males of the Body of ſuch ſecond Son as lawfully iſſuing, And for Default of ſuch Iſſue, then to the Uſe and Behoof of the Third, Fourth, Fifth, Sixth, and all and every other Son or Sons of the ſaid *Joſeph Curtis* on the

Body of the ſaid *Frances Drew* lawfully to be begotten, ſeverally and reſpectively one after another in Order and Courſe as they and every of them ſhall be in Seniority or Priority of Age and Birth, *&c.* And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Charles Bawdes* and *John Hope* and their Heirs in caſe the ſaid *Frances Drew* ſhall be Enſeint or with Child at the time of the Deceaſe of the ſaid *Joſeph Curtis*, untill ſhe ſhall be delivered of ſuch Child or Children or die, which ſhall firſt happen, And if ſuch after-born Child or Children ſhall be Son or Sons, then to the Uſe and Behoof of his or their Body or Bodies lawfully iſſuing, and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Charles Bawdes* and *John Hope* their Executors, Adminiſtrators and Aſſigns, for and during the Term of Fourſcore and Nineteen Years without Impeachment of Waſte upon Truſt, and to the Intent and Purpoſes, and for the Payment in that Behalf herein after mentioned and expreſſed and contained (that is to ſay) That in caſe the ſaid *Joſeph Curtis* ſhall die having no Iſſue-male of his Body, on the Body of the ſaid *Frances Drew* lawfully begotten or born after his Death, having Iſſue only one or two Daughters and no Son, Then the Tenement aforeſaid ſhall go to the Aſſignee or Aſſignees of the ſaid *Joſeph Curtis* whom he ſhall nominate or appoint by Will or otherwiſe paying or ſecuring to be paid out of the ſaid Tenement the Sum of one hundred and fifty Pounds at her or their reſpective Age or Ages of one and twenty Years if ſhe or they ſhall then be living, but if there ſhall be more than two Daughters and no Son lawfully begotten between them, then all thoſe ſaid Daughters ſhall have the Meſuage and Tenement aforeſaid for their Portion and Portions to be equally divided ſhare and ſhare alike without any Charge or Deduction, but if the ſaid *Joſeph Curtis* ſhall beget on the Body of the ſaid *Frances Drew* both Sons and Daughters, that then the Heir-male ſhall pay or ſecure to be paid to his aforeſaid Brothers and Siſters, the Sum of one hundred Pounds at their reſpective Age or Ages of one and twenty Years if they ſhall ſo long live equally to be divided ſhare and ſhare alike out of the aforeſaid limited Tenements, And in caſe the ſaid Portion or Portions ſhall not be reſpectively paid accordingly, That then and from thenceforth they the ſaid *Charles Bawdes* and *John Hope* and the Survivor of them, or either of them his Executors, Adminiſtrators and Aſſigns ſhall and may out of the Rents, Iſſues and Profits of the Premiſſes to them reſpectively limited as aforeſaid, or by Leaſes, Mortgages or Sales thereof, of all or any Part or Parcel thereof raiſe and pay the ſaid Portion or Portions, or any other Ways or Means as the aforeſaid *Charles Bawdes* and *John Hope* ſhall think fit and convenient. And *Laſtly*, The ſaid *Joſeph Curtis* doth covenant and agree to and with the aforeſaid *Charles Bawdes* and *Hohn Hope*, that the Premiſſes aforeſaid ſhall from time to time and at all times hereafter remain, continue and be to and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and upon and under the ſeveral Truſts, Limitations and Agreements herein before in that behalf declared, limited and contained, free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of Forms and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Intails, Fines, Poſt-fines, Statutes, Recognizances, Judgments, Extents, Executions, Rents and Arrearages of Rent, and of and from all former and other Acts of Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had made, committed, omitted done or ſuffered, or to be had, made, committed, omitted, done or ſuffered by him the ſaid *Joſeph Curtis*, or any other Perſon or Perſons whatſoever, claiming or to claim any lawful or equitable Eſtate, Right, Title or Intereſt, of, or into or out of the ſaid Premiſſes or any part thereof, by from or under him or any other Perſon. And further, That the ſaid *Joſeph Curtis*, his Heirs, and all and every other Perſon and Perſons whatſoever, claiming or to claim any lawful or equitable Eſtate, Right, Title, Intereſt of, into or out of the ſaid Premiſſes or any part thereof, by, from or under him, ſhall and will at any time hereafter during the ſpace of Seven Years next enſuing the Date hereof, upon the Requeſt of the ſaid *Charles Bawdes* and *John Hope*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, but at the Coſts and Charges in the Law of the ſaid *Joſeph Curtis*, his Heirs and Aſſigns, make, do, execute and ſuffer, or cauſe and procure to be made, done, executed and ſuffered, all and every ſuch further lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further and better conveying and ſettling the ſaid Meſſuage or Tenement, with the Appurtenances to and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and upon and under the ſeveral Truſts, Limitations and Agreements herein before in that behalf declared, limited and contained, as by the ſaid *Charles Bawdes* and *John Hope*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, their, or any of their Council learned in the Law ſhall be reaſonably deviſed, or adviſed, or required, ſo as ſuch further Conveyances and Aſſurances contain in them no further or larger Covenants than in theſe preſents are contained, and ſo as for the doing and executing thereof the Parties thereunto be not compelled or compellable to travel above the ſpace of ten Miles from their uſual Aboad or Habitation.

bitation. In Witneſs whereof, the Parties firſt above-named to theſe preſent Indentures, have interchangeably put their Hands and Seals the Day and Year firſt above-written.

Et ijdem Jur̃ ulterius ſup̱ ſacrm̃ ſuũ pred' dicunt q̃d marritagiũ inter predcm̃ Joſephũ Curtis & predcam̃ Francam̃ poſt ſigillacon' & deliberac̃onem Indenture ſupra recitat̃ videlt decimo ſexto die Octobris anno Dñi millimo ſexcenteſimo octogeſimo primo ſolempnizat̃ fuit Et porc̃o predc̃a ſolut̃ fuit Et q̃d pred' Joſephus Curtis poſt conſum̃ac̃onem maritagij predcĩ ſcil't decimo die Januarij anno Dñi mill'imo ſexcenteſimo nonageſimo quinto apud Nottingham obijt de terris & tenementis predc̃is ſeiſit̃ poſt cujus mortem pred' Thomas Metham in tentã predcã cum pertin' intravit & fuit inde ſeiſit' p̱ut lex poſtulat. Ils troveront le Leaſe, Entry & Ouſter, ſi Def. ſoit *cul'* de Tranſgr' & Ejectment ils troveront luy, &c. ſi *non cul'* donc ils troveront luy *non cul'*.

Que le Marriage enter *Joseph Curtis* & le Leſſor de Pl. fuit ſolemnize 16 Oct. 1681. Et Marriage Portion pay. Et que *Joſ. Curtis* mor' 10 Jan. 1695.

CEſt Caſe fuit primerment argue per *Birch* pro Quer. & *Wright* Serjeant le Roy pro Def.

Et *Birch* fiſt un Queſtion ſolement, *viz.* Si les parols en le fait amounteront al un Covenant al eſtoier ſeiſie al les uſes en le fait, ou nemy.

Et il diſt que ils fueront ſufficient al ceſt Purpoſe.

1. Icy eſt bone & valuable Conſideration, *viz.* Marriage & Marriage-Portion, & le Settlement de l'Eſtate eſt pur ceux Conſiderations; & uſes ſont mult de meſme le Nature ove Volunts, *viz.* d'eſtre guide & govern per le Intent des Parties, & icy fuit un Advantage intend per ceux Terrs al le feme, le ore Leſſor. Icy eſt nul Fine, ne Bargaine & Sale, &c. Et ſi le fait ne operate come un Covenant de eſtoyer ſeiſie, le Feme ſerra defeat de ſa Jointure, & les Iſſues de ſa corps peradvent' diſinherit, & pur ceo ne poit eſtre intend un Settlement aſcun auter voy, & pur ceo il cite *Scudamore* & *Croſſing*'s Caſe, 1 *Mod. Rep.* 178. *Vaughan*'s *Rep.* 175, 176.
2. Que les Parols del Fait doient iſſint eſtre mould, & tiel Conſtruction fait de eux, que le intent des parties prendroit effect, ſi ſoit poſſible: Et les parols [covenant a eſtoyer ſeiſie al les uſes] ne ſont de aſcun abſolute neceſſity a creater uſes. Mes eſt ſufficient ſi ſerront parols que eux tantamount, & nul Conveyance admit de tiel variety des parols come ceo de Covenant d'eſtoyer ſeiſie.
3. Que les Judges ount touts foits endeavour a ſupporter faits *ut res magis valeat quam pereat.*

4. Que le fait de cheſcun home doit eſtre conſtrue pluis fort envers luy meſme.

5. Que les parols (covenant, grant, conclude & agree) aſcun foits amounteront al Covenant a eſtoyer ſeiſie, & doient eſtre priſe en tiel ſenſe, que ſupportera l'intent des Parties: & pur ceo il cite *Lade* & *Baker*'s Caſe, 2 *Ven.* 261. *Adams* Caſe, 2 *Cro.* 210. le Sñr *Buckhurſt*'s Caſe, *Mo.* 519. *Carter* & *Ringſtead*s Caſe, 3 *Cro.* 208. 3 *Leon. Caſe* 39. 1 *Inſt.* 41. a. & *Collard*'s Caſe, *Popham* 47, 48, & 49.

Serieant *Wright* pro Def. Il agree touts les Caſes devant miſe, & que les parols *grant*, *bargain* & *ſell*, voilont raiſer un uſe al un Kinſman, accordant al *Croſſing* & *Scudamore*'s Caſe. Mes le Intent en ceſt Caſe fuit a paſſer les Terrs per Conveyance al Common ley; les parols (Covenant & Agree) en ceſt Caſe ſont Nonſence; car il ne appiert que fuit intend d'eſtre fait, ou a levyer Fine, ou a faire Bargain & Sale, &c. Le parol (Grant) ne voile rayſer uſe per voy de Covenant, car icy eſt un Limitat' pur Ans al Eſtrangers.

Il agree que l'Intent des Parties fuit le foundation de uſes: Mes ceſt Intent doit aver trois Qualifications.

1. Doit eſtre fait manifeſt hors des parols de le fait. 2. Il doit eſtre agreeable al les Rules de le Ley. 3. Il doit eſtre collect & priſe ſur le entire Fait. 2 *Inſt.* 672.

Al auter Jour en auter Term, le Caſe fuit argue arrear per le Counſel d'ambideux parts.

Et le Counſel pur le Plaintiff ore argue al meſme l'Effect come devant, & inſiſt ſur pluſieurs des Caſes devant cite, & ouſter cite *Walker* & *Hall*'s Caſe, que eſt ore report en 2 *Levinz* 213. Et *Oſmer* & *Sheafe*'s Caſe, que eſt ore report en 3 *Levinz.* 370. per le Noſme de *Oſman* & *Sheafe*'s Caſe, le quel Caſe eſt enter *Trin.* 5 W. & M. *Rot.* 1487. *in C. B.* (Que jeo ay incert, pur ceo que ceo eſt omit en 3 *Levinz*) & *Coultman* & *Senhouſe* Caſe, que eſt ore report en *Poll.* 523. 2 *Levinz* 225. & eſt auxi report en 2 *Jones* 103. Il auxi inſiſt que fuit un Covenant en le Fait, que les premiſſes de temps en temps & a touts temps en apres remaineront, continueront, & eſſent al uſes, intents & purpoſes, &c. mention en le fait, per que eſt manifeſt que l'Intent des parties fuit que ceſt fait ſerroit un preſent Settlement de l'Eſtate, que ne puit eſtre per aſcun auter voy que Covenant a eſtoyer ſeiſie.

De auter part fuit argue, que ne ſont aſcun parols en ceſt fait, per que poiet eſtre collect, que fuit l'intent des parties que les uſes ſerront create per voy de Covenant deſtoyer ſeiſie. Le primer Covenant en le fait eſt le ſole Covenant que tend ceo voye:

Quel Covenant certainment eſt defective en parols, & iſſint defective que eſt meere abſolute Nonſence, & nemy d'eſtre reduce al Sence ſans Addition d'aſcun parols al ceo; car il eſt que le Covenantor pur luy, ſes Heirs, Executors & Adminiſtrators, covenant, grant & agree ove les Truſtees, lour Heirs, Executors & Adminiſtrators, en *Manner and Form following: That is to ſay, All that Meſſuage*, &c. *to the uſe and behoof*, &c. Mes icy eſt nul Manner ou Forme expreſs, per que ceſt fait ſerroit execute, & nul home ſur les parols del fait poiet determiner ove aſcun manner de certainty, en quel manner fuit intend d'eſtre execute; car poiet eſtre que le Covenantor intend a executer ceo per Fine, Feoffment, Recovery, ou aſcun auter voy. Et eſt poſſible que il ne intend a perfecter ceo devant, mes puis le Marriage ewe, ou le Marriage Portion pay, ou auter Condition precedent.

Quand un fait eſt inſufficient pur defect de parols, coment eſt il poſſible pur aſcun home a ſcavoir, lequel il fuit a tort, ou a droit, quand il priſt ſur luy a faire addition de parols al ceo? le Intent del Party eſt ſolement d'eſtre nanifeſt per les parols de ſon bouch, ou que il cauſe d'eſtre eſcrye.

Il eſt frequentment diſt en les Livres, que le Ley voyle mould, order, marſhal, & tranſpoſe parols a faire eux ſerviceable & uſeful al intent des parties; mes voile eſtre dure pur aſcun home a monſtrer aſcun caſe, lou le Ley unques permit ou allow aſcun addition des Parols al un fait; car eſt tout un en effect ove un averment dehors, que fuit le intent del Party, come *Cheyney's* Caſe, *Co.* 5. eſt, & le Reaſon la render eſt, pur ceo que le Conſtruction de Volunts covient eſtre collect hors des parols de Volunts en Eſcripture.

Et pur ceo eſt diſt per le Sir *Anderſon, Godbolt* 131. que ſi home deviſe ſes Terrs al les Heirs de *J. S.* & le Clerke eſcry le deviſe al *J. S.* & ſes Heirs, ceo poiet eſtre ſupply per un averment, pur ceo que le Intent del Deviſor eſt eſcrie & pluis. Mes ſi deviſe ſoit al *J. S.* & ſes Heirs, & le Clerke eſcrye al les Heirs de *J. S.* la nul Averment ferra ceo bone, pur ceo que n'eſt en Eſcripture come le Stat. require; & come le Ley ore eſt, la eſt cy grand neceſſity que un Covenant a eſtoyer ſeiſie ſerroit en Eſcript, come un Deviſe.

En *Beale* & *Wyman's* Caſe, *Stiles* 240. trois Juſtices fueront d'Opinion que le Volunt en ceo Caſe fuit *cæca* & ſenſeleſs & *ſicca*, pur ceo que l'Intent de le Teſtator ne puit eſtre trove per les parols del Volunt: Et en *Pitfield* & *Peirces* Caſe, 2 *Rolls Abr.* 789. eſt diſt que eſt inconvenient a faire Conſtruction a paſſer Eſtates per general parols, ſans le uſual Ceremoneys del Ley; *a multo fortiori*, quand eſt un defect de parols ſur queux Conſtruction poit eſtre fait.

Iſſint que ſur tout le Matter il ſemble que ceſt Covenant eſt merement un perſonal obligatory & executory Covenant, & nemy declaratory d'aſcun preſent uſe, *& eo potius*, pur ceo que le Covenant eſt pur luy, ſes Heirs, Executors & Adminiſtrators ove les Truſtees, lour Heirs, Executors & Adminiſtrators, & auxi, pur ceo que eſt apparent & ſans aſcun ambiguity ou doubt, que fuit l'Intent des parties que Eſtates ſerroint limit al les Truſtees pur le purpoſes mention en le fait, quel intent ſerroit tout ouſterment defeat, ſi le fait ſerroit conſtrue d'eſtre un Covenant a eſtoyer ſeiſie, que ſerroit contrary al conſtant Rule & Declarat' de Ley en Expoſit' de faits, cy bien come de Volunts.

Et quant al Object' que fuit fait, que le Covenant que les Premiſſes fueront free de Incumbrances, manifeſt l'Intent des parties d'eſtre a raiſer un preſent uſe, fuit diſt, que ceo fuit riens a ceſt purpoſe, & que iſſint fuit reſolve en le Caſe de *Barrington* & *Crane*, que eſt ore report en 3 *Levinz* 306.

Quant al Caſe de *VVard* & *Lambert* 3 *Cro.* 354. que fuit cite de auter part, ceo n'eſt pur le Advantage de Pl. car la eſt adjudge que un Bargain & Sale enroll pur Argent ne voile raiſer aſcun uſe, ſi le Argent ne ſoit pay ; mes fuit auxi tenus per le Court, que per apt parols un uſe puiſſoit aver ſurge, *viz.* per un Covenant a eſtoyer ſeiſie.

Et quant al Caſe de *Collard* & *Collard*, *Popham* 47. ceo ne poit eſtre al aſcun purpoſe ; car meſme le Livre dit que le Judgment en ceſt Caſe fuit apres reverſe.

Et quant al toufs les auters Caſes cite de l'auter part, ceo general reſpons poit ſuffice, que touts les Reſolutions en ceux Caſes fueront foundus ſur les parols en les Volunts, & les faits, & nemy ſur Addition de parols al eux ; & pur ceo ceux Caſes ſont mult different de le Caſe en Queſtion.

Apres en *Eaſter*-Term 1700. Judgment fuit done pur le Plaintiff per le Opinion de tout le Court ; & lour Chief Reaſon fuit pur ceo que l'Intent des parties fuit a faire un preſent Settlement, & pur ceo ils voiſont ſupplier le fait ove ceux parols (*to be*) ou (*ſhall be*) & donques le Covenant curgera iſſint, *the Covenantor covenants, grants and agrees to and with the Truſtees*, &c. *all that Meſſuage*, &c. *to be or ſhall be to the uſe*, &c. Et Judgment fuit done accordant. *Levinz* Accounſel ove le Plaintiff, & *Lutwyche* ove le Defendant ſur ceſt darrein Argument.

Clarke v. *Smith.*

Hill. 10 & 11 Will. 3. Rot. 1257. *C. B.*

Ejectment sur le demise de *Harry Cason* & *Mary* sa feme, & *Theophilus Joyner* & *Martha* sa feme.

Lincoln' ss. FRancus Smith nup de Bourne in Com̄ p̄d Tanner Attach fuit ad respondend̄ Jacobo Clarke de placito quare Vi & Armis unū mesuagiū unū horreum unū stabulum unū gardinū unū pomariū viginti acras terre viginti acras prati & trigint' acras pastur' cum pertin' in Bicker & Wigtoft in Com̄ p̄d que Harry Cason & Maria ux' ejus & Theophilus Joyner & Martha ux' ejus eidem Jacobo dimiser' ad terminum qui nondum p̄teriit intravit Et ipsum a firma sua p̄d' ejecit Et al' enormia ei intulit ad grave dampnū ipsius Jacobi Et contra pac' Dn̄i Regis nunc &c. Et unde idem Jacobus per Marcum Dickonson Attorn' suū queritur quod p̄dict̄ Harry & Maria Theophilus & Martha primo die Januarij anno regni Dn̄i Gulielmi tertij nunc Regis Angl' &c. nono apud Bicker p̄d' dimisissent eidm̄ Jacobo tenementa p̄d' cum pertin' h̄end̄ & occupand̄ tenementa p̄d' cum pertin' eidem Jacobo & Assign' suis a vicesimo quinto die Decembris tunc ult̄ preterit̄ usque finem & terminum quinq; annorum extunc px' sequen' & plenar̄ complend' & finiend' virtute cujus dimissionis idem Jacob; in tenementa p̄d cum ptin' intravit & fuit inde possessionat̄ ipsoq; Jacobo sic inde possessionat̄ existen' p̄d' Francus postea scilt p̄dicto primo die Januarij an̄o nono supdict' Vi & Armis &c. in ten̄ta p̄dca cū pertin' que p̄fat' Harry & Maria Theophil; & Martha eidm̄ Jacobo in forma p̄d' dimiser ad terminum qui nondum p̄teriit intravit Et ipsum Jacobum a firma sua p̄d ejecit Et al' enormia &c. ad grave dampnū &c. Et contra pacem &c. unde dic' qd̄ deteriorat̄ est Et dampnū h̄et ad valenc' viginti librar̄ Et inde p̄duc' sectam &c.

Narr'. Sur demise 1 Jan. 9 *W.* 3.

Barr. *Non cul'.*

Et p̄dcus Francus per Thomam Truesdalle Attorn' suū ven' & defend' vim & injur' quando &c. Et dicit q̄d ipse in nullo est culpabilis de transgr̄ & ejeccon' p̄d' p̄ut p̄dict Jacobus superius versus eum queritur Et de hoc pon' se super patriam &c. Et p̄d' Jacobus simil̄ &c. Id̄o p̄cept̄ est Vic' q̄d venire fac' hic in octabis Purificac̄onis b̄te Marie duodecim &c. per quos &c. Et qui nec &c. ad recogn' &c. quia tam &c. Ad quem diem Jurā int̄ partes p̄d' de p̄dicto placito pōit fuit inde int̄ eas in respcū hicusque ad hunc diem scilt a die

Ven. fa. agard.

Niſi prius agard.

Le *Poſtea.*

Spec' Verd' Quant al part, Ils trovont que ils ſont Copyhold, &c.

Et que 16 Oct. 34 Car. 2 *J. Smithſon* fuit ſeiſie en fee de eux, &c. Et que il donc ſurrend' eux al uſe de luy meſme & *Magaret* ſa feme pur lour vies. Et apres al uſe de ſon Volunt, & en default de ceo a ſes droit heirs.

Paſche in quindecim dies tunc pror' ſequen', niſi Juſtic' Dni Regis ad aſſiſas in Com pred' capiend' Aſſign' per formam Statut' &c. die lune tertio decimo die Marcij pr' preterit' apud Caſtrum Lincoln' in Com pred' prius ven' Et modo hic ad hunc diem ven' tam p̄dict' Jacobus quam pred' Fracus̃ ꝑ Attorn' ſuos predict' Et prefat' Juſtic' ad aſſiſas coram &c. miſ̃ hic recordum ſuũ in hec verba Poſtea die & loco infracontent' coram Johe Turton Mil' un' Juſtic' Dni Regis ad placita coram ipſo Rege tenend' Aſſign' Et Georgio Dodſon Armig' eidem Johi Turton & Edwardo Nevill Mil' un' Juſtic' dict' Dni Regis de Banco Juſtic' ipſius Dni Regis ad aſſiſas in Com Lincoln' capiend' Aſſign' per formam Statut' &c. hac vice aſſociat' preſent' p̄d' Edwardi Nevill non expectat' virtute bris dict' Dni Regis de ſi non omnes &c. ven' tam infranominat' Jacobus Clarke quam infraſcript' Francus Smith ꝑ Attorñ ſuos infracontent' Et Jur' Jure unde infra fit mentio exact' ſilit' ven' qui ad veritatem de infracontent' dicend' elect' triat' & jurat' dicunt ſuꝑ ſacrm ſuũ q̄d quindecim acr' terre decem acr' prati & quindecim acr' paſtur' cum ꝑtin' parcell' tenementoꝝ in narracõne infraſcript' interius menconat' ſunt & a tempore cujus contrar' memoria hominum non exiſtit fuer' parcell' manerij de Bicker Beaumont in Com Lincoln' que quidem tenement' cum ꝑtin' ſunt & ꝑ totum tempus p̄d fuer' tenement' cuſtumar' manerij p̄d & ſunt & ꝑ tot' tempus p̄d fuer' dimiſs' & dimiſſibil' ꝑ copiam Rotuloꝝ Cur' manerij illius ꝑ Dnm ejuſdem manerij ꝑ ſe vel Seneſchallm Cur' ejuſdem manerij ꝓ tempore exiſten cuicunque ꝑſoñ vel quibuſcunque ꝑſonis ea capere volent' vel volentibus in feodo ſimplici vel aliter ad voluntat' ſuam ſcdm conſ̃ manerij p̄dict' Quodq; quidam Johannes Smithſon Clic' ſextodecimo die Octobris anno regni Dni Caroli ſecundi nuper Regis Angl' &c. triceſimo quarto fuit ſeĩt' de eiſdem tenementis cum ꝑtin in dominico ſuo ut de feodo ad voluntat' Dni manerij p̄d ſcdm conſ̃ manerij illius ꝑ copiam Rotuloꝝ Cur' dicti manerij ſibi & heredibus ſuis ſcdm conſ̃ ejuſdem manerij inde conceſs' Et ſic inde ſeĩt' exiſten ad Cur' manerij pred' adtunc & ibm tent' ſurſum reddidit in manus p̄honerabil' Johannis Comit' Exon tunc & adhuc Dni manerij illius eadem tenementa cum ꝑtin' ad uſum dicti Johannis Smithſon & Margaret' tunc ux' ejus ꝑ termino vitaꝝ ſuaꝝ & vite eoꝝ diutius viventis & poſt eoꝝ deceſſum ad uſum talis ꝑſone & tlm ꝑſonaꝝ ꝓ tli uſu & talibus uſibus qual' in ultima voluntat' & teſtament' ipſius Johannis confect' vel conficiend' declarat' ſunt vel erint & ꝓ defcu talis declaracõnis tunc ad uſum rect' hered' ipſius Johannis Smithſon Et Juratores p̃d ſup ſacrū ſuū p̃d ulterius dicunt q̃d idem Johannes Smithſon adtunc fuit eciam ſeitus de reſid' tenement̃ in narracon̄ infraſcript̃ interius menconat̃ cum ptin' in dominico ſuo ut de feodo quodq; p̃d Johannes Smithſon huit exitum de corpore ſuo pcreat̃ Joham Smithſon filiam ſuam que quidem Johanna cepit in virum quendem Andream Smith qui quidem Andreas & Joha huer̃ exitū de corporibus ſuis pcreat' Johannem Smith quodq; dicta Johanna obiit in vita Johannis Smithſon patris ſui p̃d ac in vita p̃d Johannis filij ejusdem Johanne Et Jur' pred' ſuper ſacrū ſuū ulterius dicunt quod pred' Johes Smithſon de omnibus & ſingulis tenement' & premiſs' pred' in forma pred' ſeit̃ exiſten̄ ante tempus quo &c. ſcilt viceſimo ſeptimo die Marcij anno Dnī millīmo ſexcenteſimo ſeptuageſimo tercio debito modo & ſcdm̄ formam Statut' in tali caſu edit' & provis' condidit teſtament' & ult' voluntat' ſuam in ſcriptis ſub manu & ſigillo ſuo geren̄ dat̃ eiſdem die & anno ult̃ menconat̃ Juratoribus p̃d' in evidentiis oſtens' cujus quidem teſtament̃ tenor ſequitur in hec verba. In the Name of God *Amen.* I *John Smithſon* of *Irnham* in the County of *Lincoln* Clerke, being weak of Body, but perfect Memory and Underſtanding praiſed be God for it, do make this laſt Will and Teſtament in Manner and Form following: Firſt I bequeath my Soul into the Hands of Almighty God my merciful Father in Hopes of Acceptance with him in Jeſus Chriſt my Saviour, and my Body to be buried with Chriſtian Burial in the Chancel of *Irnham* aforeſaid, at the Diſcretion of my Executrix hereafter named, And as for theſe Worldly Goods which God hath Bleſſed me with, I bequeath them as followeth, *viz.* Whereas I have taken up my Copy-hold Lands lying in *Bicker* in the Parts of *Holland* in the County of *Lincoln*, in the Name of my ſelf and my beloved Wife *Margaret*, and have ſurrendred it again to the Uſe of my laſt Will. I do therefore bequeath to my ſaid beloved Wife *Margaret* during her natural Life, and after her Deceaſe, I give ſix Acres of it ſuch as my Executrix ſhall ſet out for that Purpoſe to the Viccars and Incumbents of *Bicker* for ever. *Item*, I give unto my ſaid beloved Wife, all my Free-hold Eſtate whatſoever to be enjoyed by her during her natural Life, and after her Deceaſe I give both my Free-hold and Copy-hold Eſtate, excepting that ſix Acres above-mentioned to accrue to the Vicars of *Bicker*, to my next Heir at Law, and his and her Heirs for ever, Provided ſuch Heirs ſhall well and truly pay the Sum of one hundred Pounds, within ſix Months after the Deceaſe of my ſaid Wife, as my ſaid Wife ſhall direct and appoint by her laſt Will, or other legal Writing

Que le dit *J. Smithſon* fuit ſeiſie en fee del reſidue, &c. Et que il ad iſſue *Johanna* ſa file, quel fuit marrie al *And. Smith.* queux ont iſſue *John Smith.*

Que *Johanna* mor' en la vie de *J. Smithſon* ſon Pere & en la vie de *John* ſa fits.

Que 27 Mar. 1683. *J. Smithſon* fiſt ſon Volunt que eſt trove *in hæc verba.*

En que il deviſe le Cop. al Marg. ſa feme pur vie. Et apres, 6 acres de ceo, al Vicars de *B.* a touts jours.

Il auxi deviſe a ſa feme les Freeholdterrs pur vie. Et apres ſa deceaſe il deviſe tout (except les 6 acres) a ſon proch' heir al Ley & a ſes heirs.

Proviſo, que tiel heirs payeront 100 l. deins 6 mois apres le deceaſe de ſa feme, come el directer' per ſa darr' Vol. & declare que l'eſtate ſerra charge ove les dits 100 l.

Le Teſtator mor' 1 Ap. 1683. Sa feme mor' ſeiſie 20 Maij 1683. Que le dit *J. Smith* le fits de *Johanna* fuit le heir del Teſtat' & il enter puis le mort de Marg. & mor' ſeiſie 28 Maij 1683. ſans iſſue.

Que 20 Jun. 1686. le Def. enter come heir de *J. Smith* del part ſon pere & que les femes leſſors ſont heirs del part del mere de *J. Smith.*

Writing, with which one hundred Pounds my Will is, That that Eſtate ſhall ſtand chargeable. All the reſt of my Goods and Chattels whatſoever I give to my beloved Wife to her proper Uſe and Diſpoſal whom I make ſole Executrix of this my laſt Will and Teſtament. In witneſs whereof, I have hereunto put my Hand and Seal this twenty ſeventh Day of *March*, in the Year of our Lord, One Thouſand Six Hundred Seventy and Three. Et poſtea ſcilt primo die Aprilis anno Dni millimo ſexcenteſimo octogeſimo tertio pred' Johes Smithſon de omnibus premiſs' cum pertin' in forma pred' ſeit exiſten obiit poſt cujus quidem mortem ſcilt primo die Maij anno Dni millimo ſexcenteſimo octogeſimo tertio ſupradict pred' Margaret in tent pred' intravit virtute teſtament pred' & fuit inde ſeit & obiit viceſimo die ejuſdem menſis Maij anno millimo ſexcenteſimo octogeſimo tertio Et Juratores pred' ulterius ſuper ſacru ſuu pred' dicunt q̇d pred' Johes Smith filius p̃d' Johis tempore mortis ejuſdem Johis Smithſon fuit heres dicti Johis Smithſon Et poſt mortem pred' Margaret ſcilt primo die Junij anno Domini millimo ſexcenteſimo octogeſimo tertio predict Johannes Smith in tenementa pred' cum pertin intravit & fuit inde ſeit prout lex poſtulat & ſic inde ſeit exiſten pred' Johannes Smith poſtea ſcilt viceſimo octavo die Maij anno Domini millimo ſexcenteſimo octogeſimo Sexto obiit ſine aliquo exitu de corpore ſuo exeun' Et Jur' pred' ſup ſacru ſuu p̃d ulterius dicunt q̃d poſt mortem p̃d Johannis Smith ſcilt viceſimo die Junij anno Dni millimo ſexcenteſimo octogeſimo Sexto p̃d infranõinat Francus Smith modo defend ut conſanguineus & pr' heres ejuſdm Johis Smith ex parte patris ſui p̃d ſcilt ut frater & heres p̃d Andree Smith pris p̃d Johis Smith in tenement p̃d cum ptin intravit & fuit inde ſeit put lex poſtulat qdq; infranõinat Maria ux' infranõinat Harry Caſon & infranõinat Martha ux' infranõinat Theophil' Joyner ſunt pr' heredes p̃d Johis Smith ex parte p̃d Johanne matris ipſius Johis Smith ſcilt filie Walteri Smithſon fratris p̃d Johannis Smithſon. Ils troveront le Leaſe Entry & ouſter & ſi le Def. ſoit *cul'* de le Tranſgr' & Ejectment donc ils troveront luy *cul'*, &c. Et ſi non donc ils troveront luy *non cul'*.

Le Pedegree.

John Smithſon=*Margaret* Ux'. | *Walter*, Frere de *John*.

Johanna Smithſon Nupt' al *Andrew Smith* le Frere de Defendant *Francis*. | *Mary* nupt' al *Caſon*; queux ſont 2 des Leſſors. | *Martha* nupt' al *Joyner*; queux ſont les auters 2 Leſſors.

John Smith.

CEſt Caſe fuit deux ſoits argue per Counſel de ambideux Parties, primerment en *Mich.* 11. W. 3. & apres en *Hill.* proch' enſuant. Et le ſole Queſtion que fuit fait en le Caſe, fuit, ou *John Smith* le Grand-fits del Teſtator *Jo. Smithſon*, priſt les Terrs per diſcent, ou per le Deviſe come un Purchaſor; car ſil priſt come Purchaſor, donc le Def. eſt ſon Uncle & Heir. Mes ſi per Diſcent, donc les Leſſors *Mary* & *Martha* ſont Heirs a luy.

Le Subſtance de les Arguments de part le Plaintiff fuit, Que le Deviſe icy ne fuit aſcun limitat' ou condit': Nul limitation, pur ceo que eſt nul Deviſe ouſter, nul Condit' pur ceo que le Deviſe eſt al le Heir, & donc le Condit' eſt void, pur ceo quc eſt nul a prender Advantage de ceo, & per conſequence le Payment de le Argent eſt ſolement un charge en Equity ſur le Terr, & ceo ne fiſt aſcun Alteration quant al Diſcent del Terr. Et pur ceux points ceux Caſes fueront cite, *viz.* 3 *Cro.* 833 & 919. *Hayneſworth* & *Prettye*'s Caſe, 2 *Cro.* 592. *Pell* & *Browne*'s Caſe, 3 *Co.* 20. b. *VVellock* & *Hammond*'s Caſe, *Hob.* 29. *Counden* & *Clarke*'s Caſe, *Stiles* 148. *Preſton* & *Holmes*'s Caſe.

Del auter part fuit dit que coment que le Payment del Argent fuit ſolement un charge ſur le Terr, pur que nul relief poiet eſtre forſque en Equity, uncore per ceo eſt un grand Alteration fait quant al Eſtate en les Terrs: Car quand home priſt Terrs per Diſcent il ad un pure, free, clear, & abſolute Eſtate, per diſpoſit' de Ley. Mes icy l'Eſtate que le Heir ad, eſt per le Diſpoſition del Owner tranſmit a luy ove un Charge & Clogg fix al ceo, & que voile adhere al ceo al quelconque maines ceo devenera, tanque le Charge ſerra ſatisfie. Iſſint que il vient a luy en auter pleight que il averoit ceo per Diſcent. Si il ad ceo per Diſcent, donques admittant que le Charge ſerroit al value de le Terr, & auxi que il fuit lyable al payment de Debts de ſon Aunceſtor de cy grand value, uncore il ſerra compel a ſatisfier ambideux, il ayant nul means per la Ley d'avoider l'un ou l'auter; car il ne poit waiver les Terrs queux ſont diſcendus a luy. Et eſt nul avoidance de le Charge; car ſon Aunceſter ad done ceo ove tiel clogg, & il ad un unavoidable poyar iſſint a faire, & pur ceo il ſerroit unreaſonable que le Ley adjudgeroit ceux Terrs d'eſtre Aſſets a ſatisfier Debts. Et ſi ne ſont tiels Aſſets, donques il n'ad eux per Diſcent, mes come Purchaſor, & pur Authorities en point le Caſe de *Gilpin*, 1 *Cro.* 115. fuit cite, & auxi *Britton* & *Charnock*'s Caſe, 2 *Mod. Rep.* 286. ou eſt tenus per *North* Chief Juſtice & Juſtice *Atkins*, que lou un Heir priſt per volunt ove un charge, il ne priſt per diſcent, mes per Purchaſe.

Le Court adeprimes fueront en aſcun averouſt. Mes al darrein ils touts agreeont en un, que le Proviſo en le Volunt pur le Payment de les 100 *l.* fuit ſolement un charge en Equity ſur le Terr, & ne fiſt aſcun alterat' en l'Eſtate del Terr, & ou l'Eſtate n'eſt alter, le Diſcent n'eſt toll. Et fuit auxi tenus que ſi le Teſtator ad deviſe un Rent-charge, ad eſtre tout un.

Et le Chief Juſtice dit, Que en touts Caſes de Executory Deviſes l'Eſtates diſcend tanque les Contingencies happen; ſi home deviſe al *A.* 6 Mois apres ſon deceaſe, en le mean temps le Terr diſcend, & uncore le Heir n'ad ceo merement per le Ley. Et il dit que ſerroit un violent Conſtruction a faire le Heir eins come Purchaſor, & que le Caſe de *Pitt* & *Pelham*, 2 *Jones* 25. fuit un Caſe en point. *Vi.* le Caſe & Nota. Judgment fuit done pur le Pl. *Paſch.* 1700.

Eaſtcourt

Eaſtcourt v. *Weekes.*

Tempeſt. Trin. 10 W. 3. Regis. Rot. 35.

Wilts ſſ. Alicia Weekes nup de Newnton in Com̄ pred̄ Spinſter attach fuit ad reſpondend̄ Joh̄i Eaſtcourt Gen̄ de plito quare vi & armis un̄ meſſuagiu & tres acras paſtur' cum ptin̄ in Newnton que Anna Eaſtcourt Spinſter eidem Joh̄i dimiſit ad terminum qui nondum pterijt intravit Et ipm̄ a firma ſua pred̄ ejecit & al' enormia ei intulit ad grave dampnu ipſius Joh̄is & contra pacem Dn̄i Regis nunc &c. Et unde idem Joh̄es p Jacobum Edgell Attorn' ſuu queritur q̄d cum p̄dca Anna decimo nono die Januarij anno regni Dn̄i Regis nunc nono apud Newnton p̄d dimiſiſſet eid̄ Joh̄i teñta p̄d cum ptin̄ habend̄ & occupand̄ ead̄ teñta cum ptin̄ eid̄ Joh̄i & aſſign̄ ſuis ab ultimo die Decembris tunc ult' pterit' uſq; plenu finem & terminum ſeptem annor̄ extunc px' ſequen̄ & plenar' complend̄ & finiend̄ virtute cujus quidem dimiſſionis idem Joh̄es in teñta p̄d cum ptin̄ intravit & fuit inde poſſeſſionat' Ipſoq; Joh̄e ſic inde poſſeſſionat' exiſten̄ pred̄ Alicia poſtea ſcil't eodem decimo nono die Januarij anno nono ſupradicto vi & armis &c. in tenementa pred̄ cum pertin̄ que predca Anna eid' Joh̄i in forma pred' dimiſit ad terminū pred' qui nondū pterijt intravit Et ipm̄ a firma ſua pred' ejecit & al' enormia &c. ad grave dampnum &c. Et contra pacem &c. unde idem Joh̄es dicit q̄d ipe deteriorat' eſt & dampnu habet ad valenc' decem librarū Et inde produc' ſectam &c.

Ejectment pur un Meſ. & 3 Acres de Terre en *Newnton* ſur le demiſe de *Anne Eaſtcourt.*

Et predca Alicia p Nathanielem Ryder Attorn̄ ſuū ven̄ & defend' vim & injur' quando &c. Et dic' q̄d ipa in nullo eſt culpabilis de tranſgr' & ejeccon̄ pred' put pred' Joh̄es ſuperius v̄ſus eam queritur Et de hoc pon̄ ſe ſuper priam̄ Et pred' Joh̄es ſimilit' Id̄ preceptum eſt Vic' q̄d Venire fac' hic a die Sc̄e Trinitatis in tres Septimanas duodecim &c. p quos &c. & qui nec &c. ad recogn̄ &c. quia tam &c. ad quem diem Jur̄a inter partes pred' de pred' plito poit' fuit inde inter eas in reſpectum hicuſq; ad hunc diem ſcil't a die Sc̄i Mich̄is in tres Septimanas tunc px' ſequen̄ niſi Juſtic' Dn̄i Regis ad Aſſiſas in Com̄ pred' capiend' aſſign' p formam Statut' &c. die Sabbati ſexto die Auguſti px' preterit' apud Novam Sarum in Com̄ pred' prius ven̄ Et modo hic ad hunc diem ven̄ tam pred' Joh̄es quam pred' Alicia p Attorn̄ ſuos pred' Et prefat' Juſtic' ad

Barr. *Non cul.*

Ven. fa.

Niſi prius, &c.

Le *Poſtea.*

ad Aſſiſas coꝛam &c. mis' hic recoꝛdum ſuū in hec verba
Poſtea die & loco infracontent coꝛam Edwardo Nevill Mil
un Juſtic Dnī Regis de Banco & Littleton Powis Mil un
Baron' Scaccarij dict Dnī Regis Juſtic ejuſdem Dnī Regis
ad Aſſiſas in Com Wilts capiend' aſſign' ꝑ foꝛmam Statut
&c. ven' tam infranominat Johēs Eaſtcourt Gen' quam infra-
ſcript Alicia Weekes Spinſter ꝑ Attoꝛn̄ ſuos infracontent
Et Jur Jure unde infra fit menc̄o exact quidm̄ eoꝝ videlt Ro-
bertus Young Samuel Saunders Robertus Hollis Joſephus
Palmer Mattheus Burges Willelmus Silverthoꝛne Jaco-
bus Slade Jun̄ Rogerus Spackman Ricardus Garlick Joſe-
phus Hopkins & Johannes Rogers vener & in Juram ill' Ju-
rat exiſtunt Et quia reſid Jur ejuſdm̄ Jure non compuer Jō
al' de circumſtantibꝫ ꝑ vic Com p̄d ad hoc elect ad requiſico-
nem p̄d Johis Eaſtcourt ac ꝑ mandat Juſtic pꝛed' de novo
apponitur cujus nomen panello infraſcript affilatur ſcdm̄ foꝛ-
mam Statut in humōi caſu nuper edit & pviſ ac Jur ſic de
novo appōit videlt Thomas London exact ſilit ven qui ad
veritat de infracontent' ſimulcū aliis Jur pꝛed' pꝛius ad hoc
impanellat & Jurat dicend' elect triat & Jurat dicunt ſuper
ſacrū ſuū q̄d ten̄ta in Narrac̄one infraſcript mencōnat ſunt &
ſemper fuer ten̄ta cuſtumaria & parcell' manerij de Newnton
in Com Wilts de quo quidem manerio quidm̄ Willielm⁹ Eaſt-
court Miles fuit ſeiſ in dnīco ſuo ut de feodo q̄dq; quidm̄
Willielm⁹ Weeks fuit ſeiſ de eiſdem ten̄tis Cuſtomariis ꝑ
termino vite ſue naturalis ꝑ Copiam Rotuloꝝ Cur' manerij
illius ad voluntat Dnī ejuſdm̄ manerij ſcdm̄ conſuetudinem
manerij illius eodemq; Willielmo Weeks de eiſdem ten̄tis
cuſtomariis ſic ſeiſ exiſten ipſe pꝛed' Willielmus Weekes cepit
in uxoꝛem ſuam quandam Elizabetham Kite ac poſtea pꝛefat
Willielm⁹ Eaſtcourt obiit de manerio pꝛed' ſic ut p̄fertur ſeiſ
poſt cujus moꝛtem manerium illud deſcendit cuidm̄ Amicie
Eaſtcourt & infranominat' Anne Eaſtcourt dimiſſoꝛ querent'
ut ſoꝛoꝛibus & heredibus ipſius Willielmi Eaſtcourt q̄dque
poſtea ſcilt pꝛed' Willielm⁹ Weekes pmiſit meſuagiū infra-
mencōnat' foꝛe ruinoſ irreparat' & in decaſu ꝑ defcū neceſſar
reparac̄onis inde q̄dque poſtea ſcilt viceſimo quinto die No-
vembꝛis anno Dnī millimo ſexcenteſimo & nonageſimo pꝛed'
Willielm⁹ Weekes ꝑ q̄ddm̄ factū ſuū Juratoꝛibus pꝛed' in
evidentiis oſtenſ dimiſit omnia p̄dicta tenementa cuſtomaria
cuidm̄ Edwardo Bꝛowne hend' & tenend' eidm̄ Edwardo
Bꝛowne a feſto Sancti Michis tunc ult' pꝛeterit' pꝛo & du-
rant' termino unius Anni extunc px' ſequen̄ & ſic de Anno in
Annū ꝑ termino decem Annoꝝ extunc px' ſequen̄ ſi pꝛed'
Willelmus

Special Verdict. Que les tenem' en queſt. ſont Copy-hold, parcel del Manor de *Newnton.* Que *Will. Eaſtcourt* fuit ſeiſie en fee del dit Manor, & *W. Weekes* fuit ſeiſie del Copy-hold pur ſon vie. Que *Will. Weekes* marry *Eliz. Kite.* Que *Will. Eaſtcourt* mor' ſeiſie del Manor, que deſcend al *Amicia Eaſtcourt* & *Anne* le leſſor. Que *Will. Weekes* permit le meſ' d'eſtre ruinous, & 25 Nov. 1690. demiſe le Cop.ᶠ al *E.B.* pur un ann, &c. & ſic pur 10 ans.

Willielmus Weekes tam diu vivere contingeret ſub annuali redditu decem libraꝝ eidem Willielmo Weekes proinde ſolvend' q̄dqꝫ poſtea p̄fat' Amicia Eaſtcourt obiit ſeiſ' de medietate manerij p̄dicti in Dominico ſuo ut de feodo poſt cujus mortem eadem medietas deſcendit prefat' Anne Eaſtcourt ut ſoror' & hered' ipſius Amicie ꝑ q̄d pred' Anna Eaſtcourt fuit & adhuc exiſtit ſola ſeiſ' de manerio pred' in Dominico ſuo ut de feodo q̄dqꝫ poſtea ſcilt primo die Februarij año Dnī millimo ſexcenteſimo nonageſimo ſexto prefat' Willielmus Weekes obiit de teñtis Cuſtomariis pred' ſic ut prefertur ſeiſ' q̄dqꝫ infra manerium p̄dcum̄ eſt & habetur & a tempore cujus contrar' memoria hominum non exiſtit fuit & habebatur quedem conſuetudo uſitat' & approbat' q̄d uxor cujuſlibt tenentis cuſtomarij qui obiit ſeiſ' de aliquibꝰ teñtis cuſtomariis parcell' ejuſdem manerij de ſtatu inde ꝓ termino vite ſue h̄ere & tenere conſuevit & h̄ere & tenere debuit omnia humōi tenementa cuſtomaria unde ejus vir ſic obiit ſeiſ' ꝓ & durante viduitate ſua ad voluntat' Dnī manerij illius pro tempore exiſteñ ſcdm̄ conſuetudinem ejuſdem manerij aceciam q̄d Executor' & Adminiſtrator' cujuſlibt talis tenentis cuſtomarij obientis de tali ſtatu ut p̄refertur ſeiſ' de & in aliquibus tenementis cuſtomariis parcell' manerij pred' ad aliquod tempus poſt feſtū Natalis Dnī noſtri & ante feſtū Annunciacōnis b̄te Virginis Marie h̄ere & tenere conſuevert & h̄ere & tenere debuer' omnia humōi tenementa Cuſtomaria uſque feſtū Sancti Michis Archi pror' poſt mortem humōi tenentis cuſtomar̄ ſic obient' ſeiſ' & non diutius q̄dqꝫ poſt ſeperales mortes p̄dictoꝝ Willielmi Eaſtcourt Amicie Eaſtcourt & Willielmi Weekes ac ante feſtū Sancti Michis Archi pror' poſt mortem dict' Willielmi Weekes videlt viceſimo quarto die Septembr' anno Dnī millimo ſexcenteſimo nonageſimo ſeptimo infranominat' Anna Eaſtcourt dimiſſor querent' intravit in & ſuper omnia dicta tenementa cuſtomaria clamando illa quatenus forisfact' eidm̄ Anne ut Dnē manerij pred' & fuit de eiſdem tenementis cuſtomariis ſeiſ' prout lex poſtulat q̄dqꝫ meſuagiū predictum ſic ut prefertur irreparat' exiſten' continuabat ſic irreparat' & in decaſu pro defcū neceſſar̄ reparacōn inde quouſqꝫ & ad dictum tempus intracōnis ꝑ prefat' Annam Eaſtcourt ut prefertur fact' ac Jurator' pred' ulterius ſuꝑ ſacrū ſuū p̄d dicunt q̄d dictum meſuagiū modo eſt & ꝑ ſpaciū unius menſis ult' preterit' fuit bene & ſufficient' reparat' ad onera & cuſtag' p̄fat' Elizabethe que fuit uxor dict' Willielmi Weekes tempore mortis ſue q̄dqꝫ poſt intracōnem p̄d ſic ut p̄fertur fact' videlt infraſcript'

Que *Amicia Eaſtcourt* mor' & ſa moity deſcend al leſſor de Pl.

Que *William Weeks* mor' iſſint ſeiſie 1 Feb. 1696.

Que eſt un Cuſtom deins le dit Manor que la feme de cheſc' Cuſt. Tenant morant ſeiſie pur vie, tiendra *durante viduitate ſua*; Et que les Execut', &c. de tiel Tenant (ſil mor' deins *Chriſtmas-day* & *Lady-day*) tiendront tanque *Mich.* proch', &c.

Que le leſſor del Pl. enter (pur forfeiture, &c.) apres le mort de *W. Eaſtcourt*, *A. E.* & *W. W.* & devant *Mich.* proch' apres le mort de *W. W.*

Que le Meſ. al temps del entry del leſſor fuit hors de repaire, mes ore eſt bien repaire, &c.

Que le leſſor fiſt le leaſe al Pl. 19 Jan. 9 W. 3. & le Pl. fuit poſſeſſe tanque le Def. come ſervant al dit *Eliz.* la feme de *W. Weeks* enter, &c. Et que le dit *Eliz.* eſt ore en vie nemy marrie puis mort ſa bar'.

decimo nono die Januarij anno regni Dnĩ Regis nunc nono pꝛed' Anna Eaſtcourt dimiſit tenementa cuſtomaria pꝛedicta infranominat' Joħi Eaſtcourt ħend' & tenend' eidem Joħi ab ultimo die Decembꝛis tunc ult' pꝛeterit' ꝑ termino ſeptem Annoꝝ extunc ꝓx' ſequeñ virtute cujus quidm̄ dimiſſionis idm̄ Joħes Eaſtcourt in eadm̄ tenementa cuſtomaria intravit & fuit inde poſſeſſionat' quouſque infranominat' Alicia Weekes ut ſerviens pꝛefat' Elizabethe Weekes que fuit uxoꝛ dicti Willielmi Weekes & per ejus ſpial' pꝛeceptũ in tenementa cuſtomaria illa in & ſuper poſſeſſionem ipſius Joħis inde intravit & ipſum a firma ſua pꝛed' inde ejecit expulit & amovit modo & foꝛma ꝓut idem Joħes Eaſtcourt interius narravit ac Jurator' pꝛed' ſuper ſacrũ ſuũ pꝛed' ulterius dicunt q̄d pꝛed' Elizabetha que fuit uxoꝛ dict Willielmi Weekes tempoꝛe moꝛtis ſue adhuc eſt & continue a tempoꝛe moꝛtis dicti Willielmi Weekes hucuſque fuit & remanſit vidua minime nupta ac in plena vita &c. Et ſi le Def. ſoit *cul'* de le trans' & Ejectment donc ils troveront luy *cul'*, &c. Et ſi non donc ils troveront luy *non cul'*.

EN ceſt Caſe, apres ſeveral Arguments al barr, Judgment fuit done pur le Defendant per le Opinion de trois des Juſtices, *viz. Treby* Chief Juſtice, J. *Nevil* & J. *Blencow*, ſur ceſt Reaſon principalment, que coment que le permiſſive Waſte & le feſans del Leaſe fueront Forfeitures, uncore ne fueront tiels forfeitures queux determine le Copy-hold Eſtate, & donques eſt en Election del Seignior al ceo temps a prender advantage del forfeit' ſil voit ou nemy. Mes ſil ne voit, ſon Heir n'avera tiel Election, & donque le Election en ceſt Caſe duiſt aver eſtre execute en le vie d'auter coparcener ; car ils eſteant un Heir, ils doient aver enter en le Vie d'auter Coparcener, & nul Entry poit eſtre pur un moity ; car ils ſont forſque un Heir. Les Caſes ſur queux le Court principalment rely fueront le Caſe de *Cornwallis* verſus *Horwood*, *Latch*. 226. *Palmer* 416. *Ben. Select Caſes*, 148, Cro. 2. 301. Lady *Mountague*'s Caſe.

Mes J. *Powell* fuit de contrary Opinion ; & il dit que touts Forfeitures al Common Ley fueront diſcendible al Heir, forſque en le Caſe de Waſte; & le Caſe de *Ceſſavit* ; mes le reaſon en le Caſe de Waſte fuit, pur ceo que devant le Stat. de *Glouceſt.* Damages fueront ſolement recover en un Action de Waſte, al queux le Heir ne puit eſtre entitle. Et le reaſon que le Heir ne prendroit advantage d'un Ceſſer en le temps de ſon Aunceſter fuit, que le Tenant poit tender les Arrearages al aſcun temps devant Judgment ; queux le Heir ne poit aver. *Vide* pur ceo, 2 *Inſt.*

42. Mes en le Caſe de Coparceners le Aunt & le Niece poient joinder en Action de Waſte. *Co. Lit.* 53. b.

Il dit que le feſans de Leaſe pur Ans fuit un Diſſeiſin al Volunt de Sñr, *Blunden* & *Baugh*'s Caſe, *Cro. Car.* 302. que il affirme d'eſtre bone Ley, coment devant ceſt Caſe il fuit priſe d'eſtre diſſeiſin ſans aſcun regard al Election; & que tiels Forfeitures enureront per voy de determinat' de l'Eſtate & operate come Breaches de Conditions annex al l'Eſtate. *Godbolt* 47. 1 *Jones* 249. *Mathews* verſus *Whetſton*, & 1 *Cro.* 233.

Il dit que il agree ove *Dodderidge* en *Cornwallis*'s Caſe, *Palmer* 416. que il eſt Forfeiture al Election. Mes quand un Election eſt couple ove un Intereſt, tiel Election eſt diſcendible, Sir *Rowland Hayward*'s Caſe, *Co.* 2. un Election eſt diſcendible ou nemy, accordant al Nature de le choſe; ſi ſoit merement perſonal, ne poiet diſcend. Acceptance de Rent, ou aſcun auter choſe, apres l'Eſtate eſt un foits determine, ſignifie riens.

Il auxi dit, que coment le Leaſe en ceo Caſe fuit determine, uncore Advantage poiet eſtre priſe de le forfeiture; & que voluntary Waſte fuit un determinat' de l'Eſtate, mes nemy permiſſive, coment que fuit ore ſettle que permiſſive Waſte fuit un Forfeiture.

Il auxi dit que il incline d'eſtre de l'Opinion que en le Caſe de permiſſive Waſte, ſi le Waſte fuit repair devant entry que nul Advantage poiet eſtre pris de le Forfeiture apres.

Il auxi urge que les Miſchiefs al Sñrs voiloit eſtre grand ſi les Elections en tiels Caſes ne diſcenderont; car tiel Leaſe poit eſtre fait, ou tout le Timber ſur les Terrs poit eſtre proſtrate, deins petit temps devant le mort de donc Sñr, iſſint que il ne poiet aver temps d'entry pur le Forfeit'.

Il auxi dit que fuit dure que le ſurvivant Coparcener perderoit le Advantage de le Forfeiture per le Act de Dieu.

Nota, Que le Chief Juſtice priſt un difference quand un Copyholder fiſt Feofment, ou aſcun auter Act, que fuit tout ouſterment inconſiſtent ove ſon Eſtate, la le Copy-hold Eſtate eſt abſolutement determine, & advantage de ceo poiet eſtre pris al aſſun temps, auterment en caſe de feſans d'un Leaſe pur Ans; car le Copy-holder remain un Copy-holder nient obſtant tiel Leaſe, auterment de Leaſe pur Vie. Mes ſi le Copy-holder voile accept d'un Leaſe pur Ans de un auter, ceo eſt determinat' de ſon Eſtate.

Il auxi dit que il mult doubt le Caſe en *Co. Lit.* 53. b. l'ou eſt diſt que le Aunt & Niece poient joinder en Action de Waſte; car touts les Livers la cite pur ceo ne ſont al purpoſe forſque un, *viz.* *Br. Waſte* 41. Et il dit que ceo fuit un ſtrange Caſe; car la deux joine en un Action de Waſte, lou un de eux ne puiſſoit recover pur part, *viz.* Damages. Mes le Reſolution en ceſt Caſe fuit ſolement que droit a recover Damages ad ſurvive. Mes en le Caſe icy, le Queſtion eſt lequel le droit a recover le Terre meſme ſurvivera. Lou eſt tiel Forfeiture, per que le Copy-hold Eſtate eſt determine, la le Forfeiture vaera ouſter, mes auters Forfeitures nemy; car ils ſont confirm al Perſons en queux temps les Forfeitures fueront commit.

Et quant al Objection fait per Juſtice *Powell*, de le Prejudice que poiet avenir al Sñrs ſi lour Heirs ne prendront advantage de Forfeitures, il dit que ne fuit aſcun tiel Miſchief en ceo Caſe; & que le Bailiff de le Sñr poit enter pur le Forfeiture, & eſt nul Encouragement en le caſe a faire tiel Waſte en Arbres; car cy toſt que les Arbres ſont ſuccide, ils ſont Chattels veſt en le Sñr, & ſon Executor poiet aver Action pur eux, & meſme le Objection puiſſoit eſtre fait en Caſe de Tenant pur Vie al Common Ley.

Wright & *Levinz* fueront Accounſel ove le Pl. *Lutwyche* & Geeres ove le Defendant.

Robert Whalley v. *Frances Reede* & *Lowſon Hall.*

Cooke. Trin. 8 W. 3. Rot. 1442.

Ejectment pur 2 Meſ. & un acre de terre, ſur le demiſe de *Will. Mold*, *Ja. Mold*, *Hen. Woolf*, & *Jo. Darley*, 1 Apr. 8 W. 3.

Novi Caſtri ſuper Tinam. } ſſ. FRanciſca Reede nuper de villa Novi Caſtri ſup Tinam in Com ville Novi Caſtri ſup Tinam Vid' & Lowſon Hall nup de villa Novi Caſtri ſuper Tinam in Com ville Novi Caſtri ſup Tinam Gen Attach fuer ad reſpondend Roberto Whalley de placito quare Vi & Armis duo meſuagia & unam acram terre cum pertin in villa Novi Caſtri ſuper Tinam que Willielmus Mold Jacobus Mold Henricus Woolf & Johannes Darley p̃fat Roberto dimiſer ad terminum qui nondum p̃teriit intraver Et ipſum a firma ſua p̃dicta ejecer Et al' enormia ei intuler ad grave dampnu ipſius Roberti Whalley Et contra pacem Dni Regis nunc &c. Et unde idem Robertus Whalley per Johannem Ord Attorn ſuu queritur q̇d cum p̃dicti Willielmus Mold Jacobus Mold Henricus Woolf & Johannes Barley primo die Aprilis anno regni Dni Regis nunc octavo apud dictam vil-

lam Novi Caſtri ſuꝑ Tinam predict̄ dimiſiſſent eidem Rob̄to Whalley tenementa predicta cum pertin' hend' & occupand' tenementa predicta cum pertin' p̄fat̄ Roberto Whalley & aſſign' ſuis ab ultimo die Marcij tunc ult̄ p̄terit̄ uſque plenu' finem & terminum ſeptem annoꝝ extunc ꝓx' ſequen' & plenar' complend' & finiend' virtute cujus quidm' dimiſſionis idm' Robertꝰ Whalley in tenementa pred' cū ꝑtin' intravit & fuit inde poſſionat̄ ipſoq; Roberto Whalley ſic inde poſſeſſionat' exiſten' p̄d Franc' & Lowſon poſtea ſcilt p̄d' primo die Aprilis añ octavo ſupradicto Vi & Armis &c. in tenementa predicta cū ꝑtin' que pred' Will'us Mold Jacobus Mold Henricꝰ Woolf & Joh̄es Darley eidm' Roberto Whalley in forma pred' dimiſer' ad terminū predictum qui nondum preteriit intravet̄ Et ipſum a firma ſua predicta ejecet̄ Et al' enormia &c. ad grave dampnu' &c. Et contra pacem &c. unde dic' q̄d deteriorat̄ eſt Et dampnu' h̄et ad valenc' decem librar̄ Et inde ꝓduc' ſectam &c.

Barr.
Non cul'.

Ven. fa.

Niſi prius.

Le *Poſtea.*

Spec' Verd'.
Que *Francis Hall* fuit ſeiſie en fee.

Et pred' Franc' & Lowſon per Robertum Bird Attorn' ſuñ ven' & defend' vim & injur̄ quando &c. Et dic' q̄d ipſi in nullo ſunt culpabiles de tranſgr̄ & ejeccon' firme pred̄ ꝓut p̄dictus Robertꝰ ſupius v̄ſus eos queritur Et de hoc pon' ſe ſuper priam' Et predictus Robertus ſilit Iō precept̄ eſt vic' quod venit̄ fac' hic a die Sancte Trinitatis in tres ſeptimanas xij &c. ꝑ quos &c. Et qui nec &c. ad recogn' &c. Quia tam &c. ad quem diem Jur̄a int̄ partes p̄dictas de p̄d placito pōit̄ fuit inde int̄ eas in reſpcum' hicuſq; ad hunc diem ſcilt a die Sci' Michis in tres ſeptimanas tunc ꝓx' ſequen' niſi Juſtic' Dni' Regis ad aſſiſas in Com' p̄d capiend' aſſign' ꝑ formam Statuti &c. die ſabti octavo die Auguſti ꝓx' p̄terit̄ apud Guihald ville Novi Caſtri ſuꝑ Tinam in Com' ejuſdm' ville prius ven' Et modo hic ad hunc diem ven' tam p̄dictus Robertꝫ Whalley quam p̄dicti Franc' & Lowſon ꝑ Attorn' ſuos p̄d Et prefat̄ Juſtic' ad Aſſiſas coram &c. miſ̄ hic recordum ſuū in hec verba Poſtea die & loco infracontent̄ coram Edwardo Ward Mil' capital' Baron' Scaccarij Dni' Regis & Johanne Turton Mil' un' Juſtic' dicti Dni' Regis ad placita coram ipſo Rege tenend' aſſign' Juſtic' ipſius Dni' Regis ad aſſiſas in Com' ville Novi Caſtri ſuꝑ Tinam capiend' aſſign̄ ꝑ formam Statuti &c. veñ tam infranominat̄ Robertus Whalley quam infraſcript' Franciſca Reede & Lowſon Hall ꝑ Attorñ ſuos infracontent̄ Et Jur̄ Jur̄e unde infra fit menc̄o exact̄ ſilit veñ qui ad veritatem de infracontent̄ dicend' elci triat̄ & Jurat̄ dicunt ſuꝑ ſacrū ſuū q̄d diu ante tempus tranſgr̄ & ejeccoñ infraſcript̄ intius fieri ſuppōit̄ quidam Franc̄us Hall fuit ſeit̄ in dominico ſuo ut de feodo de & in tenementis in Narrac̄one

infra-

Et iſſint ſeiſie 29 Feb. 1667. fiſt ſon Volunt.

infraſcript' interius menconat' Et ſic inde ſeit' exiſteñ p̄dictus Francus poſtea & ante p̄dictum tempus quo &c. ſcilt viceſimo nono die Febꝛuar' año Dnī mill'imo ſexcenteſimo ſexageſimo ſeptimo condidit Teſtamentū & ult' voluntat' ſuam in ſcriptis ſub manu & ſigill' ſuis gereñ dat' eiſdm die & anno ult' menconat' & Jur' p̄d in evidenc' oſteñs cujus quidm Teſtamenti tenoꝛ ſequitur in hec verba.

Le Volunt *in hæc verba.* *Quod lege.*

In the Name of God *Amen.* I *Francis Hall* of the Town and County of *New Caſtle* upon *Tine* Baker and Brewer, being weak in Body, but in perfect Memory praiſed be God for it, do make my laſt Will and Teſtament in Manner and Form following. Firſt, I bequeath my Soul to my Bleſſed Saviour Jeſus Chriſt, by whoſe Blood and Merits I hope to be ſaved. *Item* I give and bequeath the Houſe I now live in after the Deceaſe of my dear and loving Mother, ſituate and being in the Town of *New Caſtle* upon *Tine*, in a Street or Chaire commonly called *Hornsby-Chaire*, unto my dear and loving Wife *Frances Hall*, during the time ſhe keepeth her ſelf a Widow, or till ſuch time my Eldeſt Son *Reynold Hall* ſhall come to be twenty one Years of Age, and then to the ſaid *Reynold Hall* and his Heirs for ever, paying unto my Son *Lawſon Hall* and my Daughter *Iſabell Hall* forty Pounds apiece, failing the ſaid *Reynold Hall* to come to my Son *Lawſon Hall* and his Heirs for ever, and failing my Son *Lawſon Hall* to come to my Daughter *Iſabell Hall* and her Heirs for ever, and failing my Son *Reynold Hall*, *Lawſon Hall* and *Iſabell Hall* to my loving Brother *William Hall* and his Heirs for ever. *Item* I give and bequeath to my Brother *William Hall* for a Token my new Spaniſh Cloath Black Coat. *Item* I give and bequeath to my dear and loving Mother for a Token, a Twenty Shilling piece of Gold, moreover I give to the Poor of the Pariſh of *All-Saints* twenty Shillings. In witneſs whereof I ſet my Hand and Seal the twenty ninth Day of *February*, in the Year of our Lord God, One Thouſand Six Hundred Sixty and Seven. *Francis Hall.* Sealed and delivered in the Preſence of *Dorothy Green*, *William Hall*, *William Reede.*

Que le Teſtat' mor' 1 Mar. 1667. aiant iſſue le dit *Reynold Hall* ſon eigne fits *Lowſon Hall* & *Iſabel Hall.*

Et iidm Jur' ſuper ſacrū ſuū p̄dictum ulterius dicunt q̇d p̄d' Francus poſt confeccon̄ Teſtamenti ſui p̄dicti & diu ante tempus tranſgr' & ejeccon̄ p̄d ſuperius fieri ſuppōit' ſcilt pꝛimo die Marcij anno Dnī mill'imo ſexcenteſimo ſexageſimo ſeptimo ſupꝛadicto apud villam Novi Caſtri ſuper Tinam infraſcript' obiit de tenementis in Narracone infraſcript' interius menconat' ſic ut pꝛefertur ſeit' hens exit' pꝛedict' Reginold' Hall filium ſuū natu Maximū & heredem Lowſon Hall & Iſabellam Hall Et Juratoꝛes pꝛed' ſuper ſacrū ſuū p̄d ulterius dicunt q̄d infra quinque annos poſt moꝛtem p̄d Francī & diu ante tempus tranſgr' & ejeccon̄

& ejeccon̄ p̄d interius fieri ſuppōit p̄d mater ipſius Franci in Teſtamento p̄d nominat obiit poſt cujus mortem Franciſca Hall uxor p̄d Franci in Teſtamento p̄d ſicut nominat in tenementa p̄d cum ptin̄ intravit & virtute Teſtamenti illius fuit inde ſeiſ ꝓut lex poſtulat Et ſic inde ſeiſ exiſten̄ poſtea & diu ante tempus tranſgr' & ejeccon̄ p̄d interius fieri ſuppōit ac infra quinque annos poſt ipſius Franci mortem p̄d Franca cepit in virum quendam Will'um Reede q̄dq; im̄ediate poſt diſponſalia int eos celebrat p̄d Reginold Hall in Teſtamento p̄d nominat in tenementa in Narracone infraſcript interius mencōnat intravit & fuit inde ſeiſ ꝓut lex poſtulat Et ſic inde ſeiſ exiſten̄ poſtea & ante p̄d tempus quo &c. ſcilt undecimo die Julij an̄o regni Dn̄i Gulielmi tertij nunc Regis Angl' &c. ſeptimo p̄d Reginold p quandam Indenturam int ipſum Reginoldum per nōen Reginoldi Hall de Vill' & Com̄ Novi Caſtri ſuper Tinam Piſtor' & Pandoxator' filij & hered Franci Hall nuper de ead Vill' & Com̄ Piſtor' & Pandoxator' defunct ex una parte & quoſdem Willielmum Mold Jacobum Mold Hen̄ Woolf & Johannem Darley per nomina Willielmi Mold de Hull in Com̄ Eborum Mercator' Jacobi Mold de eodem loco Mercator' Henrici Woolf & Johannis Darley de Burlington in dicto Com̄ Eborum Mercator' ex altera parte fcam̄ & Jur' p̄d in evidenc' oſtenſ p & in conſideracon̄ ſumme quinque ſolidorum legalis monet Angl' ſibi p̄manibus p p̄d Willielmum Mold Jacobum Mold Hen̄ Woolf & Johannem Barley un̄ vel aliquem eorūdm̄ ante ſigillacon̄ & delibacon̄ ejuſdem Indenture bene & vere ſolut int al' Barganizavit & vendidit prædictis Will'o Mold Jacobo Mold Henrico Woolf & Johanni Darley tenementa in Narracone infraſcript interius mencōnat cum ptin̄ hend & tenend eadem tenementa cum ptin̄ eiſdem Will'o Jacobo Hen̄ & Johanni Executor' Adminiſtratoribus & Aſſign̄ ſuis a tempore confeccon' Indenture pred' pro & duran̄ termino unius Anni extunc px' ſequen̄ Et plenar' complend & finiend. Quel Indent' fuit trove en *hæc verba* mes n'eſt neceſſary d'eſtre monſtre alarge. Virtute cujus quidm̄ Barganizacōnis & vendicōnis ac vigore Statuti de uſibus in poſſeſſion̄ transferend p̄d Willielmus Mold Jacobus Mold Henr' Woolf & Johannes Darley poſſeſſionat fuer' de tenementis p̄d cum ptin̄ Et eiſdem Will'o Jacobo Hen̄ & Johanne ſic inde poſſeſſionat exiſten̄ & p̄d Reginold de revercōne inde ut prefertur prout lex poſtulat ſeiſ exiſten̄ poſtea ſcilt duodecimo die Julij anno ſeptimo ſup̄dicto p̄dict⁹ Reginald⁹ p quendam aliam Indenturam ſuam geren̄ dat eiſdem die & anno & int ipſum Reginaldum p nōen Reginaldi Hall de Villa & Com̄ Novi Caſtri ſuper Tinam Piſtor' & Pandoxator' ex una

parte

Que la Mere del Teſtat' mor' & la feme del Teſtat' enter, & 5 ans apres le mort del Teſtat' priſt a bar' *Will. Reede.* Sur que *Reynold Hall* enter, & per Indentures de Leaſe & Releaſe 11 & 12 Jul. 7 W. 3. convey al Leſſors del Pl. & lour heirs.

parte & p̄d Willielm̄ Mold Jacobum Mold Henr̄ Woolf & Johannem Darley p̱ nomina Willielmi Mold de Hull in Com̄ Eborum Mercator̄ Jacobi Mold de eodem loco Mercator̄ Henr̄ Woolf & Johannis Darley ambor̄ de Burlington in dicto Com̄ Eborum Mercator̄ ex altera parte fact̄ & jur̄ p̄d in evidenc̄ oſtenſ̄ in conſ̄ q̄d p̄dictus Reginald⁹ tempore confeccon̄ Indenture predicte ſtetit & indebitat̄ fuit eiſdem Will'o Jacobo Henr̄ & Joh̄i in ſum̄a mille ducentar̄ nonagint̄ ſex librar̄ ſex ſolidor̄ & octo denarior̄ idem Reginald⁹ p̱ melior' aſſurancia & ſecuritat̄ ſolucon̄ dicte ſum̄e mille ducentar̄ nonagint̄ ſex librar̄ ſex ſolidor̄ & octo denarior̄ talibus modo & forma & ad ſepal̄ dies & tempora p̱ Indentur̄ ill̄ limitat̄ & expreſſ' p̱ ſolucon̄ inde & p̱ diverſis aliis bonis cauſis & conſ̄ dictum Reginaldum adinde moven̄ conceſſit remiſit & relaxavit dictis Will'o Mold Jacobo Mold Henr̄ Woolf & Johanni Darley hered̄ & aſſign̄ ſuis tenementa pred' cum pertin̄ hend' & tenend' tenementa pred' cum ptin̄ eiſdem Willielmo Jacobo Henr̄ & Joh̄i hered' & aſſign̄ ſuis ad opus & uſum p̄d Willielmi Mold Jacobi Mold Henr̄ Woolf & Johannis Darley & hered̄ ſuorum in perpetuum. Ceſt Indent' fuit auxi trove en *hæc verba* mes ne fuit neceſſary a mentioner ceo icy. Virtute cujus quidem relaxaconis p̄d Will'us Jacob⁹ Henr̄ & Johes fuer̄ de eiſdem tenementis cum ptin̄ ſeiſ̄ put lex poſtulat Et ſic inde ſeiſ̄ exiſten̄ p̄d Willielm⁹ Jacob⁹ Henric⁹ & Johes poſtea ſcilt infraſcript̄ primo die Aprilis an̄o regni Dn̄i Gulielmi tertij nunc Regis Angl' &c. octavo dimiſit infranominat̄ Roberto Whalley tenementa pred' in Narracone pred' interius menconat̄ cum pertin̄ hend' & tenend' tenementa pred' cum ptin̄ eidem Roberto Whalley & Aſſign̄ ſuis ab ultimo die Marcij tunc ult̄ p̄terit̄ uſque plenum finem & terminum ſeptem annor̄ extunc px' ſequen̄ & plener̄ complend̄ & fini end̄ virtute cujus quidem dimiſſion̄ idem Robertus Whalley in tenementa p̄d cum ptin̄ in Narracone p̄d interius menconat̄ intravit & fuit inde poſſeſſionat̄ quouſque p̄d Franc̄ & Lawſon poſtea ſcilt p̄d primo die Aprilis anno octavo ſupradicto apud Villam Novi Caſtri ſuper Tinam pred' vi & armis in tenementa pred' cum pertin̄ ſup̱ poſſeſſion̄ p̄d Roberti Whalley inde intraver̄ & ipſum Robertum a firma ſua p̄d termino ſuo pred' inde nondum finit̄ ejecer̄ expuler̄ & amover̄ & ipſum Robertum a poſſeſſion̄ ſua inde extratenuit & adhuc extratenet prout pred' Robertus per Narraconem ſuam infraſcriptam inde ſuppon̄ Et iidem jurator̄ ſuper ſacrum ſuum pred' ulterius dic̄ q̄d p̄d Reginaldus Hall modo in plena vita exiſtit q̄dque tenementa in Narracone infraſcript̄ interius ſpecificat̄ ſunt eadm̄

Per vertue de quel ils fueront ſeiſie, & font le leaſe al Pl.

Que *Reynold Hall* eſt uncore en vie.

eadm̄ tenementa in p̄dcō Teſtament' & ult' voluntat' p̄d Franc̄i Hall menconat' quodque p̄dict' ſepal' ſum̄e quadragint' libr' p Teſtamentum p̄d predc̄ Franc̄i p̄fat' Lowſon Hall & Iſabelle Hall in Teſtamento predcō nominat' ut prefertur deviſat' nec aliqua pars inde nondum ſolut' exiſtunt nec dictus Reginaldꝰ ad ſolvend' dictas ſepal' ſum̄as quadragint' librar' hucuſque unquam requiſit' fuiſſet ſed utrum ſuper totam materiam p̄d' p juratores p̄dictos in forma pred' compert' pred' Franc̄a & Lowſon ſunt culpabiles de tranſgr' & ejeccon̄ infraſcript' necne juratores p̄d penitus ignorant Et inde petunt adviſamentum & conſideracon̄ Juſtic' & Cur' hic Et ſi ſuper totam materiam predictam per juratores pred' in forma pred' compert' videbitur prefat' Juſtic' & Cur' hic q̄d predc̄ Franc̄a & Lowſon ſunt culpabiles de tranſgr' & ejeccon̄ pred' interius fieri ſuppōit' tunc ijdem juratores ſuper ſacrū ſuū predictum dic' q̄d predicti Franc̄a & Lowſon ſunt culpabiles de tranſgr' & ejeccon̄ ill' modo & forma prout predictus Robertus interius inde verſus eos queritur Et aſſid' dampna ipſius Roberti occone tranſgr' & ejeccon̄ ill' ultra miſ' & cuſtag' ſua per ipſum circa ſectam ſuam in ea parte appōit' ad duos denar' Et p miſ' & cuſtag' ill' ad quadragint' ſolid' Et ſi ſuper totam materiam pred' per jur' ~~pred'~~ in forma pred compert' videbit' prefat' Juſtic' & Cur' hic q̄d pred' Franc̄a & Lowſon non ſunt culpabiles de tranſgr' & ejeccon̄ infraſcript' tunc ijdem juratores ſuper ſacrū ſuū pred' dic' q̄d predc̄ Franc̄a & Lowſon in nullo ſunt culpabiles de tranſgr' & ejeccon̄ ill' put pred' Franc̄a & Lowſon interius p ſe placitando allegaver' Et quia &c.

Que les ſeveral Sums de 40 l. direct d'eſtre pay per le Vol. ne fueront unques pay; Et que le dit *Reynold* ne fuit unques requeſt a payer, &c. *Et ſi ſuper tot' mater'*, &c.

CEſt Caſe fuit argue *in Term' Paſch.* 11 *W.* 3. per Counſel d'ambideux Parties.

Et per le Counſel de Plaintiff trois points fueront fait.

1. Si per aſcuns Parols en le Volunt il appiert d'eſtre le Intent del Teſtator, que per le Non-payment de les 40 *l.* per *Reynold* le eigne Fits del Teſtator, al *Lowſon*, l'Eſtate de *Reynold* ſerroit determine, & per ceo l'Eſtate de *Lowſon* ſerroit actualment veſt en luy.
2. Admittant que ceſt point ſerroit encounter le Plaintiff, uncore *Reynold* eſtant le Heir al ley del Teſtator duiſſoit aver eu Notice de Volunt de ſon Pere, devant aſcun Determination de ſon Eſtate per le Volunt enſueroit.
3. Si le entry de *Lowſon* per Reaſon de le Non-payment de les 40 *l.* a luy, ne fuit barr per le Stat. de Limitations, & lequel le Pl. (come ceſt ſpecial Verdict eſt trove) prenderoit advantage de ceo.

Le Caſe ſur le Volunt n'eſt forſque tiel, *Francis Hall* per ſon Volunt deviſe le Meſſuage en Queſtion apres le Deceaſe de ſon Mere, al *Frances* ſa Feme *durante Viduitate ſua*, ou al tiel temps que ſon eigne Fits *Reynold* viendroit al Age de 21 Ans, & donc al dit *Reynold* & ſes Heirs a touts Jours, *paying* al ſon Fits *Lowſon* & ſon File *Iſabel* 40 *l. a piece, and failing the ſaid Reynold Hall*, a venir al dit *Lowſon* & ſes Heirs a touts Jours, & *failing* ſon dit Fits *Lowſon*, a venir al dit *Iſabel* & ſes Heirs a touts Jours; & *failing* ſon Fits *Reynold*, *Lowſon* & *Iſabel*, a venir al ſon Frere *John Hall* & ſes Heirs a touts Jours.

Et quant al primer Point fuit dit que le parol (*paying*) fiſt ſolement un Truſt ou Charge ſur le Meſſuage en Equity, pur ceo que ne fuit aſcun Limitation ouſter al *Lowſon* pur default de Payment. Et que en le Caſe de *Wellock* & *Hamond* 3 *Co.* 20. le parol *Paying* ad eſtre forſque un truſt ou charge ſur le Terr, ſi n'ad eſtre un puiſne Frere en ceſt Caſe a prendre come ſpecial Heir pur default de Payment, & que en *Hainſworth* & *Prettie*'s Caſe, 3 *Cro.* 833. la fuit un expreſs Deviſe ouſter pur Non-payment del Argent. Et ſi le parol (*paying*) ne fiſt aſcun Limitation de l'Eſtate de *Reynold*, donc le parol (*failing*) ne fiſt aſcun Limitation; car ceo ne poit eſtre extend al failing en Payment de le Argent, pur ceo que ceſt parol (*failing*) eſt annex al le Deviſe al *Lowſon*, & auxi al le Deviſe al *Iſabel*, & que ſi le Teſtator ad intend que le failing en Payment de le Argent ſerroit un Limitation de l'Eſtate de *Reynold*, il voiloit aver charge *Lowſon* ove le Payment de les 40 *l.* deviſe al *Iſabel*, & limit l'Eſtate de *Lowſon* en default de Payment de les dits 40 *l.* deviſe al *Iſabel* en meſme le manner come il ad limit l'Eſtate de *Reynold* pur Non-payment de les 40 *l. apiece* al *Lowſon* & *Iſabel*. Mes ſi le Non-Payment del Argent per *Reynold* determineroit ſon Eſtate, & per ceo le Deviſe al *Lowſon* prendroit effect en Poſſeſſion, donques *Iſabel* perderoit les 40 *l.* deviſe a luy; car *Lowſon* n'eſt Charge ove le Payment de eux, que ſerroit encounter le Intent del Teſtator: Et pur ceo ſerroit plus reaſonable & agreeable al l'Intent del Teſtator a conſtruer le Payment de le Argent d'eſtre un charge ſur le Terre.

Le Deviſe al *Iſabel* eſt ſur le failing de *Lowſon*, & le Deviſe al *William* le Frere eſt ſur le failing de *Iſabel*, *Lowſon*, & *Reynold*, per que eſt apparent que le Teſtator per le Parol (*failing*) intend un & le meſme choſe per tout, & per conſequence que il ne intend (*failing*) en Payment d'Argent; car *Lowſon* & *Iſabel* ne fueront a payer aſcun Argent, & un uniform congruous Expoſition doit eſtre fait de un & le meſme parol en un & le meſme Volunt.

Et donc le proch' Queſtion voile eſtre que fuit le Intent de Teſtator per ceſt parol (*failing*) & quant al ceo fuit dit, que per ceſt parol il intend (*dying*); car eſt un common Expreſſion en le *North* pur (*dying*) non ſolement en Volunts, mes en Conveyances & common parlance: Et ſi le parol (*failing*) ſerra priſe pur (*dying*) donques le ley en Favor del Volunt faira Conſtruction que le Teſtator intend un morant ſans Heirs; car quant il ad deviſe le Meſſuage al *Reynold* ſon eigne Fits & Heir, & a ſes Heirs, il ne ſerra conſtrue que per le mort de *Reynold* il intend ſon morant aiant iſſue de ſon Corps, & iſſint a diſinheriter le Heir per ſon eign Fits. Et pur ceo la eſt un direct Authority en 1 *Cro.* 185. *Spalding* verſus *Spalding*. Et donques eſt tout un come ſi les parols del Volunt ount eſtre, que ſi *Reynold* moruſt ſans Heirs, donc le Meſſuage a venir al *Lowſon*, & iſſint de *Lowſon* al *Iſabel*, & de *Iſabel* al *William* le Frere de Teſtator; & iſſint un uniform & congruous Expoſition de un meſme parol voile eſtre en touts les parts del Volunt, que doit eſtre. Et donques ſi le parol (*failing*) ſerra priſe pur morant ſans Heir, le Ley en ouſter Favour de Volunts ſerra conſtruction, que le Teſtator intend un morant ſans Heir de ſon Corps; car eſt impoſſible que *Reynold* moreroit ſans Heir, il aiant un Frere, ou que *Lowſon* moreroit ſains Heir, il ayant un Soer, ou que *Iſabel* moreroit ſans Heir, le ayant un Uncle, *viz.* le Frere de ſon Pere. Et pur ceo eſt un direct Authority en 2 *Cro.* 415. *Web* verſus *Hearing*. Et ove ceo agree *Packer* & *Thacker*'s Caſe, 2 *Levinz* 70, 71.

Quant al ſecond point fuit dit, Que *Reynold* n'ad forfeit ſon Eſtate, pur ceo que ne fuit expreſment trove per le Verdict, que il ad aſcun notice de le Volunt de ſon Pere; car il eſteant Heir al Ley de ſon Pere, ad melieur & pluis deigne title come Heir que aſcun Eſtate que il puiſſoit aver per le Volunt de ſon Pere. Et pur ceo le Ley ne compellera luy a querir ſil ad aſcun auter Eſtate que ceo que il puiſſoit aver per diſcent de ſon Pere, pur ceo que donques le Ley compelleroit luy a querer pur ceo que ſerroit al ſon diſadvantage; car ſans Queſtion l'Eſtate per Deviſe ſerroit ou meinder Eſtate, que ceo al que il fuit entitle come Heir, ou un Eſtate ove un clog & charge, & pur ceo le Ley ſur grand Reaſon fiſt un difference enter luy & un Eſtranger, pur ceo que ſicome il priſt notice de ſon Eſtate, iſſint il prendera notice de Condition annex al ceo. Et a prover ceſt Point le Caſe de *Fraunces*, *Co.* 8. 92. 1 *Mod. Rep.* 86 & 300. fueront cite.

Et fuit ouſter dit, Que coment que le Jury ad trove Circumſtances queux peradvent' fueront ſufficient Ground pur le Jury a trover que *Reynold* ad notice, pur ceo que il n'ad enter en le Meſſuage tanque apres le mort de ſon Mere & Grandmere, uncore ceo eſteant mere matter de Fact propermént d'eſtre determine per le Jury, le Court ne poit prendre ſur eux a determiner ceo, nient pluis que matter de fraud, ou aſcun auter matter de fact.

Le Caſe de *Randal* & *Eeley*, *Carter*'s *Rep.* 170. ſemble d'eſtre que Notice en ceo Caſe n'eſt requiſite. Le Caſe la fuit que home aiant 4 Fits deviſe ſes Terrs al eigne & a les Heirs Males de ſon Corps, ſur Condit' que ſil ſerroit marrie al Feme ne aiant un Portion de 1000 *l.* que donques ſes auters Fits averont les dits Terrs al eux & lour Heirs; le eigne Fits marrie un Feme n'aiant tiel Portion. Et en ceſt Caſe fuit adjudge que il ad forfeit ſon Eſtate, pur ceo que nul notice fuit requiſite d'eſtre done a luy. Mes (come il ſemble) ceſt Reſolution eſt foundus ſur un miſpriſion de le pleine Reſolution en le Caſe de *Frances:* Car en le Caſe de *Frances*, un feoſment fuit fait per le Pere al uſe de ſon eigne Fits pur 60 Ans apres le mort de Pere, ſil cy longment viveroit, Remainder al *Thomas Frances* pur vie, & puis al les Heirs-males del dit eign Fits, ove divers Remainders ouſter, & en le dit Fait de Feoſment fuit un *proviſo*, que ſi le dit eigne Fits diſturberoit l'Executors del Pere (mention en le Volunt, que il ad fait devant le Fait de Feoſment) a prendre les Biens que donc fueront en le meaſon del Pere, *&c.* que donques ſes Eſtates ceſſeront. Et fuit reſolve en ceſt Caſe, que le eigne Fits ne perdroit ſes Eſtates ſans notice done a luy, cy bien del *proviſo* en le dit Fait de Feoſment, come de Volunt de ſon Pere. Mes le Reſolution en le dit Caſe de *Randal* & *Eely* eſt foundus ſur un Suppoſition, que le Reaſon del Reſolution en *Frances* Caſe fuit ſolement pur ceo que le Heir n'ad aſcun notice de le Volunt, que il duiſſoit aver, pur ceo que le Volunt fuit collateral al ſon Title en les Terrs. *Vide* auxi ore le Caſe de *Malloon* & *Fitzgerald*, 3. *Mod. Rep.* 28. ou & quel Notice en autiels Caſes eſt requiſite.

Quant al tierce Point fuit inſiſt, Que le Entry de *Lowſon Hall* ne fuit congeable (admittant que les auters points fueront encounter le Plaintiff) pur ceo que appiert per le Verdict, que il n'ad fait aſcun Entry en le Meſſuage en queſtion diens 20 Ans apres ſon Title d'Entry accrue al luy; car eſt trove per le Verdict que le Teſtator moruſt 1 *Martij*, 1667. que le Mere de Teſtator moruſt deins 5 Ans apres ſon mort, & que *Frances* la Feme del Teſtator marry deins 5 Ans apres ſon mort, & que *Reynold* immediatement ſur ceo enter en le dit Meſſuage, & que il continue le ſeiſin de ceo tanque 12 *Julij*, 1695. 7 W. 3. & que donques il per Leaſe & Releaſe ad convey le Meſſuage al les Leſſors de Pl. queux entront & font le Leaſe al Pl. 1 *April* 8 W. 3. 1696. & que apres meſme le Jour les Defendants entront ſur luy, & luy eject, iſſint que appiert que *Reynold* & les Leſſors fueront en Poſſeſſion pur 23 Ans & pluis, & donques admittant que deux Ans ſerroit un reaſonable temps pur *Reynold* a payer les 40 *l. apiece* al *Lowſon* & *Iſabel*, uncore la ſont 21 Ans elaps puis Title de Entry accrue al *Lowſon*, & per conſequence il eſt barr per le Stat. de Limitations; de que le Plaintiff poiet prender Advantage ſur ceſt ſpecial Verdict, cybien come ſur Evidence; car ſi ad eſtre aſcun diſability en le Caſe a preventer le Operation de le Stat. il fuit incumbent ſur les Defendents a prover ceo, & d'aver procure ceo d'eſtre trove en le Verdict; car nul diſability ſerra preſume, mes ceo n'eſteant fait le Plaintiff prendra Advantage del Stat. cybien come un avera Advantage d'un Barr per Fine ove Proclamations, ſi nul choſe de auter part ſoit monſtre a preventer ceo.

De part des Defendants fuit argue, Que ou l'Eſtate deviſe al *Reynold* fuit un Eſtate Tail, ou Fee, ou pur Vie; que le parol (*Paying*) ferroit un Limitat' de ceſt Eſtate, pur ceo que auterment ne ſerroit aſcun remedy pur le Argent, & auxi que le parol (*failing*) extenderoit al touts manners de failings, *viz.* failing de Heirs, & failing de Payment, mes ceo pluiſtoſt imply un Eſtate pur Vie que aſcun auter Eſtate. Et quant al notice fuit dit, que ſi *Reynold* ad enter immediatement apres le Mort de ſon Pere, la ne ſerroit preſume que il ad aſcun notice de le Volunt. Mes quand il ne enter per cy long temps apres, come en ceo Caſe, il eſt d'eſtre ſuppoſe que il ad notice de le Volunt, eſpecialment il eſteant d'eſtre preſume que il fuit pluis conuſant de les Affairs de ſon Pere que aſcun auter, & nul auter eſt oblige ou appoint a doner notice al luy; & quant al Stat. de Limitations, fuit dit que nul Advantage puit eſtre pris per ceo, ſi non le Stat. ad eſtre plede, ou que tout le matter touchant ceo ad eſtre ſpecialment trove per le Verdict.

Apres en *Trin.* 11 W. 3. Judgment fuit done pur le Plaintiff, ſolement pur default de trover de notice en le ſpecial Verdict; car tout le Court fuit de Opinion que *Frances* Caſe fuit bone Ley; & que le Caſe en Queſtion ne differ de ceo en Subſtance. Mes fuit auxi reſolve, que ſi notice ad eſtre trove, que l'Eſtate de *Reynold* ad eſtre determine per le Non-payment del Argent. Et le reaſon, come jeo apprehend, fuit, pur ceo que le parol (*failing*) extenderoit cybien al failing en Payment de l'Argent, come al failing des Heirs ou iſſue de *Reynold*. Le Court fuit auxi de Opinion que l'Eſtate deviſe al *Reynold* fuit un Eſtate Tail, ove Remainders en Tail al *Lowſon* & *Iſabel*, Remainder ouſter en Fee al Frere de Deviſor, & que nul Advantage fuit d'eſtre pris per le Stat. de Limitations, en regard que tout le matter touchant ceo ne fuit ſpecialment trove per le Verdict.

Broughton v. *Langley.*

Placita coram Domino Rege apud Weſtm' ſc. Termino Sanctæ Trinitatis anno regni Domini Willielmi tertij nunc Regis Angl', *&c.* duodecimo. Rot. 464.

Ejectment ſur le demiſe de *John Ramſden* Jun' 1 Apr. 12 W. 3.

Ebor' ſſ. MEmorand q̃d al̃s ſcilt Termino Paſche ult̃ preterit̃ coram Dn̄o Rege apud Weſtm̄ ven̄ Humfridus Broughton p Williemū Midgley Attorn' ſuū Et ptulit hic in Cur' dicti Dn̄i Regis tunc ibm̄ quandam billam ſuam verſus Abraham Langley Gen̄ in cuſtod' Marr' &c. de placito tranſgr' & ejeccon̄ firme Et ſunt pleg' de pſequend ſcilt Johannes Doe & Ricardus Roe Que quidem billa ſequitur in hec verba ſſ Ebor ſſ Humfrius Broughton querit̃ de Abro Langley Gen̄ in cuſtod' mar̃ mareſc' Dn̄i Regis coram ipſo Rege exiſten̄ p eo videlt q̃d cum quidam Johannes Ramſden Jun̄ primo die Aprilis anno regni Dn̄i noſtri Willielmi tertij nunc Regis Angl' &c. duodecimo apud Hipperholme cū Brigghouſe infra Paroch de Hallifax in Com̄ p̃d dimiſiſſ' conceſſiſſ' & ad firmam tradidiſſ' prefat' Humfrido tria meſuagia viginta acras terre viginti acras prati & viginti acras paſture cum ptin̄ ſituat̃ jacen̄ & exiſten̄ apud Hipperholme cum Brigghouſe p̃d infra Paroch de Hallifax p̃d hend & tenend' Tenementa p̃dc̄a cum ptin̄ p̃fat' Humfrid & Aſſign' ſuis a primo die Martij tunc ult̃ p̃terit̃ uſq plenū finem & Terminum quinque annor extunc px' ſequen̄ & plenar̃ complend' & finiend' virtute cujus quidem dimiſſion̄ idem Humfrus in tenementa p̃d' cum ptin̄ intravit & fuit inde poſſeſſionat̃ quouſq p̃d Abrus poſtea ſcilt eodem primo die Aprilis anno ſupradicto apud Hipperholme cum Brigghouſe p̃d infra Paroch de Hallifax p̃d in Com̄ p̃d Vi & Armis &c. in tenementa p̃dc̄a cum ptin̄ in & ſuper poſſeſſion̄ ipſius Humfrid inde intravit & ipſum Humfridū a firma ſua p̃d Termino ſuo p̃d inde nondum finit̃ ejecit & amovit ipſumq Humfridū a poſſeſſion' ſua p̃d' ſic eject' & amot̃ inde extratenuit & adhuc extratenet Et al' enormia ei adtunc & ibm̄ intulit contra pacem dicti Dn̄i Regis nunc ad dampnū ipſius Humfri quadraginta librarum Et inde producit ſectam &c.

Barr. *Non cul'.*

Et modo ad hunc diem ſcilt diem veneris px' poſt craſtinū Sc̄e Trinitatis iſto eodem Termino uſque quem diem p̃dcus

Abr̄us hūit licenciam ad billam p̄d interloquend̄ & tunc ad reſpondend̄ &c. coram Dnō Rege apud Weſtm̄ ven̄ tam pred' Humfrus per Attorn' ſuũ pred' quam pred' Abr̄us per Joſephum Banks Attorn' ſuũ Et idem Abr̄us defend̄ vim & injur quando &c. Et dic̄ q̄d ip̄e non eſt inde culpabilis Et de hoc pon̄ ſe ſuper priam Et p̄dcus Humfrus ſilit &c. Jō ven̄ inde jur coram Dnō Rege apud Weſtm̄ die Mercur px' poſt tres ſeptimañ Scē Trinitat Et qui nec &c. Ad recogñ &c. Quia tam &c. Idem dies dat eſt partibus pred' ibm &c. Poſtea continuat inde pceſſ' int partes p̄dictas de placito p̄dicto p jur pōit inde int eas in reſpcm coram Dnō Rege apud Weſtm̄ uſq; diem Mercur px' poſt tres ſeptimanas Sancti Michis Niſi Juſtic' Dni Regis ad aſſiſas in Com̄ p̄d' capiend' aſſigñ prius die Sabti viceſimo die Julij apud Caſtrũ Ebor in Com̄ in p̄d per formam Statuti &c. ven' p defcu jur &c. Ad quem diem coram Dnō Rege apud Weſtm̄ ven' p̄dcus Humfridus per Attorn' ſuũ p̄dictum Et p̄fat Juſtic' Dni Regis ad aſſiſas coram quibus &c. miſ hic recordũ ſuũ coram eis hit in hec verba ſſ Poſtea die & loco infracontent coram Johanne Turton Mil' uno Juſtic' Dni Regis ad placita coram ipſo Rege tenend̄ aſſign' Et Johanne Blencowe Mil' uno Juſtic' dicti Dni Regis de Banco Juſtic' ipſius Regis ad aſſiſas in Com̄ Eborum capiend' aſſign' p formam Statuti &c. ven' tam infranominat Humfrid⁹ quam infraſcript Abr̄us per Attorn' ſuos infracontent Et jur jure unde infra ſit menco exact quidam eorum videlt Henr Woodhouſe Robertus Gill Stephanus Day Johannes Wright Anthonius Worrell Georgius Helliwell Nathaniel Dyſon & Ricardus Smeaton ven' & in jurat ill jurat exiſtunt Et quia reſid̄ jur ejuſdem jur' non comperuer Jō al de circumſtantibus per vic Com̄ p̄d ad hoc elect ad requiſicoñ p̄d Humfridi ac per mandat Juſtic' p̄d de novo apponuntur quorum nomina panell infraſcript affilantur ſcdm formam Statut in hujoi caſu nup edit & pvis ac jur ſic de novo appōit videlt Thom̄s Raper Willus Eyre Willus Cockſhott & Johannes Browne exact ſunt ven' qui ad veritatem de infracontent ſimulcum al jur p̄d prius impanellat & jurat dicend' elci triat & jurat dicunt ſuper ſacrm ſuũ q̄d ante p̄dcum tempus tranſgr & ejeccon' pred' ſuperius fieri ſuppōit quidam Robertus Ramſden Avus pred' Johannis Ramſden Jun' dimiſſor quer in vita ſua ſeiſ fuit de & in Tenementis in Narracon' pred' menconat cum pertin' in dominico ſuo ut de feodo Et ſic inde ſeiſ exiſten' ſexto die Aprilis anno Dni millimo ſexcenteſimo octogeſimo nono condidit Teſtm & ult voluntat ſua in ſcriptis & per eandem

dedit

Ven. fa.

Niſi prius, &c.

Le *Poſtea*.

Tales *de Circumſtantibus.*

Spec' Verd'. Que *Robert Ramſden* le Aile del leſſor, fuit ſeiſie en fee, & 6 Apr. 1689. fiſt ſon Volunt.

Et deviſe les Tenem' en queſt. *in hiis verbis*, &c.

dedit & deviſavit Tenementa predc' cum pertin' in hiis Anglicanis verbis ſequen' videlt. I do hereby give, deviſe, and bequeath unto *John Stancliffe* of *Bailey-hall* in *Southowrome*, and to *Robert Ramſden* my ſecond Son and their Heirs and Aſſigns, All thoſe my Meſuages or Tenements, with the Appurtenances at *Norwoodgreen*, and all the Houſes, Buildings, Lands, Cloſes and Grounds to the ſame belonging now in the Tenures or Occupations of *Jeremy Robinſon* and *Robert Wilſon* or their Aſſigns, And I do hereby expreſs, publiſh and declare, That the ſaid *John Stancliffe* and *Robert Ramſden* my Son and their Heirs, and the Survivor of them and his Heirs, ſhall by Force and Virtue of this my laſt Will, ſtand and be ſeized of the ſaid Meſuages or Tenements to all the Uſes, Behoofs, Intents and Purpoſes herein hereafter-mentioned, that is to ſay, Firſt of Intent and Purpoſe, that they ſhall permit and ſuffer the ſaid *George Ramſden* my Son, to have, receive and take the Rents, Iſſues and Profits of the ſaid Meſuages and Tenements for and during the term of his natural Life, and after the Deceaſe of the ſaid *George* my Son, ſhall ſtand ſeized thereof, to the Uſe and Behoof of the Heirs of the Body of the ſaid *George* my Son lawfully begotten, and to be begotten, And for Default of ſuch Iſſue to the Uſe and Behoof of the ſaid *John Ramſden* and *Robert Ramſden* my Sons, and of their Heirs and Aſſigns for ever, equally to be divided amongſt them, provided always and upon Condition, That if it ſhall fortune the ſaid *George* my Son to marry, and to take to Wife any Woman during his Life, that ſhall have *bona fide*, one or more, hundred Pounds, that then the ſaid *John Stancliffe* and *Robert Ramſden* my Son, and the ſaid *George* ſhall have Power by Vertue of this my Will to make a Jointure to and for ſuch Wife of ten Pounds a Year, of the ſame Lands for every Sum of one hundred Pounds, ſuch Woman or Wife, ſhall *bona fide* have of her own Portion and Right, for and during the term of the natural Life of ſuch Wife, and after to the Heirs of the Body of the ſaid *George* upon ſuch Wife any thing herein to the contrary notwithſtanding.

Et il deviſe auters terrs quex ne ſont en queſt. *in hiis verbis*. &c.

Et int' al' per eandem ult' voluntat' ſuam ulterius pred' Robertus Ramsden Avus dedit & deviſavit al' tenementa cum ptin' in hiis Anglican' verbis ſequen' videlt. I do hereby deviſe and bequeath unto *Robert Ramſden* my ſecond Son, and to his Heirs and Aſſigns for ever, all thoſe my Meſuages, Lands, Tenements and Hereditaments with all their Appurteances lying and being at *Norwood Green* in *Hipperholme* in the ſaid County of *York*, now in the Tenure or Occupation of *Richard Riddleſden* or his Aſſigns, upon Condition nevertheleſs, and to the Intent and Purpoſe that he the ſaid *Ramſden* my

Son his Heirs and Aſſigns ſhall permit and ſuffer *George Ramſden* my youngeſt Son his Heirs and Aſſigns peaceably and quietly at all times hereafter for ever, to occupy, poſſeſs and enjoy one Cloſe of Land called *Paradice* in *Hipperholme* aforeſaid, now or commonly occupied, with a Meſuage near thereunto, called *Lane-Ends*, and to take the Rents, Iſſues and Profits of the ſame Cloſe to his the ſaid *George* and his Heirs own Uſe and Uſes for ever, or in Default thereof my Will and Mind is, that the ſaid *George* my Son and his Heirs, ſhall from and after any Diſturbance or Moleſtation to him or them made or given by the ſaid *Robert Ramſden* my Son his Heirs or Aſſigns in the peaceable Enjoyment of the ſaid Cloſe, called *Paradice*, enter into one Meſuage, Tenement or Farm, part of the ſaid Meſuages, Lands, and Tenements laſt above-mentioned, and now or late in the Tenure or Occupation of one *Henry Waddington* or his Aſſigns, and to take the Rents, Iſſues and Profits thereof, untill ſuch time as the ſaid *Robert Ramſden* my Son and his Heirs, ſhall forbear and give over ſuch Moleſtation or Diſturbance, and give him the ſaid *George* my Son and his Heirs Security, that he the ſaid *Robert* my Son or his Heirs, nor any of them ſhall at any time thereafter diſturb or moleſt the ſaid *George* my Son or his Heirs in the peaceable Enjoyment of the ſaid Cloſe, called *Paradice*. Pꝛout per Teſtamentum & ult' volunt' pꝛed' juratoꝛibus pꝛed' in evidenc' oſtenſ̄ int' alia plenius liquet & apparet Et jut' pꝛed' jurat' ſuper ſacrm̄ ſuū pꝛed' ulterius dic' quod dictus Robertus Ramsden huit exit' de coꝛpoꝛe ſuo lit'time ꝓcreat' tres filios ſuos videl't Johannem Robertum & Geoꝛgium Ramsden quodque dictus Geoꝛgius poſt moꝛtem dicti Roberti Ramsden pꝛis̄ ſui que contigiſſet in anno Dnī mill'imo ſexcenteſimo octogeſimo nono in Tenementa pꝛed' cum pertin̄ intravit & eadem tenuit & gaudebat ac accepit & recepit reddit' & ꝓficua inde & in uſum ſuū ꝓpꝛiū convertit duran' vita ſua ſcdm̄ intencon' ult' voluntat' pꝛed' ac duran' vita ſua ſcil't pꝛimo die Apꝛilis anno Dnī mill'imo ſexcenteſimo nonageſimo apud Hipperholme cum Bꝛigghouſe pꝛed' per quandam indentur' adtunc & ibm̄ fcam̄ int' pꝛefat' Geoꝛgium Ramsden per nomen Geoꝛgij Ramsden de Heath in Skircoate infra parochiam de Hallifax in Com̄ Eboꝝ Yeoman ex una parte ac quendam Rogerum Reeve per nomen Rogeri Reeve de Barnards Inn London Gen' ex altera parte & eiſdem juratoꝛibus in evidenc' oſtenſ̄ pꝛo & in conſideracōne quinque ſolid' legalis monet' Angl' per dcm̄ Rogerum Reeve in manibus ſolut' dicto Geoꝛgio Ramsden ante ſigillacon' & deliberacon' ejuſdem indentur' & pꝛo diverſis al' bonis cauſis & conſideraconib⁹ ipm̄

Que *Robert Ramſden* le Teſtat' avoit 3 fits, *viz.* *John*, *Robert* & *George*. Que *George* enter apres le mort del Teſtat' & receive les Profits, &c. Que per Ind' de Leaſe & Releaſe, 1 & 2 *Apr.* 1690 le dit *George* convey al *Rog. Reeve* & ſes heirs.

ad inde moven' dictus Geoꝛgius Ramsden barganizavit & vendidit Tenementa pꝛed' cum pertin' int' al' dicto Rogero Reeve hend & tenend Tenementa pꝛed' cum pertin' ei a die ꝓx' ante diem dat' ejusdem indentur' ꝑ & duran' Termino unius anni integri extunc ꝓx' ſequen' plenar' complend & finiend virtute quarum quidem barganie & vendic̄onis necnon vigoꝛe Statuti de uſibus in poſſeſſion' transferend dict' Rogerus Reeve fuit poſſeſſionat' de teñtis pꝛed' cum pertin' ꝑ ut lex poſtulat Et ſic inde poſſeſſionat' exiſten' poſtea ſcilt ſcdō die Apꝛilis anno Dnī mill'imo ſexcenteſimo nonageſimo ſupradicto apud Hipperholme cum Brigghouſe pꝛed' per quandam al' indentur' adtunc & ibm̄ fact' int' pꝛefat' Geoꝛgium Ramsden per nomen Geoꝛgij Ramsden de Heath in Skircoate infra parochiam de Hallifax in Com̄ Eboꝛum Yeoman ex pꝛima parte & pꝛed' Rogerum Reeve per nomen Rogeri Reeve de Barnards Inn London Gen' ex ſecunda parte & quendam Willelmum Wilton per nomen Willielmi Wilton de Bleadſyke in Hipperholme cum Brigghouſe in dicto Com̄ Yeoman ex tercia parte & eiſdem juratoꝛibus in evidenc' oſtenſ dictus Geoꝛgius Ramsden ad intencon̄ & ꝓpoſitu ad determinand' Anglice Dock & determinand Anglice cut off omnes ſtatus talliat' vocat' Intails & ſtatus talliat' vocat' Eſtate-tailes antetunc creat' limitat' vel' fact' de vel ſuper teñta pꝛedca cum pertin & omnia & quodlibt remanere & remaneria revercōnem & revercōnes & al' limitac̄ones quecunque ſuperinde limitat' exiſten vel dependen & pꝛo ſtabiliendo vocat' Setling & ſtabiliend vocat' Eſtabliſhing eadem ad uſus in & ꝑ eandem Indentur' expꝛeſſ' mencōnat' limitat' & declarat' & ꝑ al' bonis cauſis & conſideraconib' ipm̄ ad inde moven ipe dictus Geoꝛgius Ramsden relaxaſſet & confirmaſſet & per eandem Indentur' relaxavit & confirmavit dcō Rogero Reeve Tenementa pdca cum ꝑtin hend & tenend Tenementa illa cum pertin dicto Rogero Reeve & heredibus ſuis quouſq; Com recuperac̄o vocat' a Common-Recovery hit' & perfect' foꝛet inde & tunc ad omnes tal' uſus intenc̄ones limitacon & ꝓpoſita qual' fuer' hic poſtea in eadem Indentur' mencōnat' limitat' & declarat' & ad null' al' uſum intencon vel ꝓpoſitum quodcunq; Et ꝑ eandem Indentur' conventu conceſſu concluſum & plenar' agreat' fuit ꝑ & int' omnes dcas partes ad eandem Indentur' Et dict' Geoꝛgius Ramsden & Rogerus Reeve convener' ꝓmiſer' & conceſſer' ad & cum dicto Willielmo Wilton qd ipſi dci Geoꝛgius Ramsden & Rogerus Reeve ante finem Termini Scē Trinitat' ꝓx' ſequen dat' ejusdem Indentur' ad ꝓpr' miſas & cuſtag' in lege dci Geoꝛgij Ramsden vel Aſſign ſuoꝝ execut'

Le Releaſe fait enter le dit *George Ramſden* del 1 part, le dit *Rog. Reeve* del 2 part, & un *Will. Wilton* del 3 part.

Al Intent a faire le dit *Rog. Reeve* Tenant al *Præcipe*, &c.

Agreement per meſme le Indent' a ſuffer un Common Recovery.

foꝛent vocat̃ ſuffer vel exequi cauſarent un̄ vel plur' ꝑfeck recuperacon̄ vel recuperacoñ omniū & ſinguloꝝ Tenementoꝝ p̃d cum ꝑtiñ ꝑ tal' nomina numeros acraꝝ & quantitat' rerum qual' per conſiliū apt̃ putaretur ubi dictus Willielmus Wilton foꝛet Demandans vocat̃ Demandant verſus dictum Rogerum Reeve Et q̃d dictus Rogerus compareret gratis & vocaret ad warrantiam dcm̄ Geoꝛgiū Ramsden qui ſiliter compareret & vocaret ad warrantiam Cōem vocar' vocat̃ le Common Vouchee qui eciam compareret Et poſt licenciam interloquend̃ hit̃ faceret defalt̃ & decederet in contempt̃ Cur' per q̃d uñ vel plur' ꝑfect̃ recuperac̄o vel recuperac̄ones pꝛout in talibus caſibus uſitat̃ & conſuet̃ fuiſſet hit̃ & execut̃ foꝛet vocat̃ ſuffered Et q̃d dict̃ recuperac̄o ſive recuperac̄ones ſic ut ſupꝛadictum eſt hend̃ & exequend̃ vocat̃ ſuffered per vel int̃ dictas partes vel earum aliquam eſſent & operarent Et per Indentur̃ ill' declarat̃ fuit eſſe & operare ad opus & uſum dcı̅ Geoꝛgij Ramsden hered̃ & Aſſign' ſuoꝝ imperpetuum & ad null' al' uſum vel uſus intencoñ vel ꝓpoſit̃ quodcunq; pꝛout per eandem Indentur̃ eiſdem Juratoꝛib⁹ in evidenc' oſtenſ̃ pleniꝫ liquet & apparet quodq; rac̄one p̃miſſoꝛum idem Rogerꝫ Reeve fuit ſeit̃ de teñtis p̃d cum ꝑtin' ꝓut lex poſtulat Et ſic inde ſeit̃ exiſteñ p̃d Willielmus Wilton poſtea ſcilt die anno regni dicti Dnı̅ Regis nunc & Dne̅ Marie nuper Regine Angl' ſecundo ꝓſecut' fuer' extra Cur̃ cancellar̃ ſuam apud Weſtm̄ in Com̄ Midd̃ quoddam bꝛe ipſius Dnı̅ Regis de ingreſſu ſuper diſſeiam in le poſt verſus p̃fat̃ Rogerum Reeve de teñtis p̃d cum ꝑtin' int̃ al' tunc vic' Com̄ Eboꝛum p̃d direct̃ per nomina ſeptem Meſuagioꝛum decem Gardinoꝛum quinquaginta acrarum terre viginti acraꝝ pꝛati quinquaginta acraꝝ Paſture ſexaginta & ſex ſolidat' reddit' coı̃a Paſture ꝓ omnibus averiis & coı̃a Turbarie cum pertin̄ in Skircoate Hipperholme cum Bꝛigghouſe & Southowꝛome in Paroch de Hallifax ut jus & hereditatem ſuam per quod quidem bꝛeve p̃cept̃ fuit eidem vic' q̃d p̃ciperet pꝛefat' Rogero quod juſte & ſine dilone redderet eidem Willielmo Wilton tenementa reddit' & coias p̃d cum ꝑtin' que tunc clam̄ eſſe jus & hereditatem ſuam Et in que idem Rogerus tunc non huit ingꝛm̄ niſi poſt diſſeiam quam Hugo Hunt inde injuſte & ſine Judicio fecit pꝛefat̃ Willielmo Wilton infra triginta annos tunc ult̃ elapſ̃ &c. ut tunc dixit Et unde tunc querebatur quod p̃d Rogerus Reeve eum inde tunc injuſte defoꝛc' Et niſi feciſſet & p̃dictus Willielmus Wilton tunc feciſſet ipſum vic' ſecur̃ de clamoꝛe ſuo ꝓſequend' tunc ſum̄ per bonos ſum̄ p̃d Rogerum Reeve quod eſſet coꝛam Ju-

Quel Recovery ſeroit al uſe del dit *Geo. Ramſden* & ſes heirs.

Le Brief de Entry proſecute.

ſtic' eorundem tunc Regis & Regine apud Weſtm̄ p̄d tunc prox' ſequen' oſtenſ̄ quare non feciſſet Et quod tunc heret ibi ſum̄ & breve illud Ad quem diem coram Henrico Pollexfen Mil' & Sociis ſuis tunc Juſtic' eorundem Regis & Regine de Banco apud Weſtm̄ pred' ven̄ tam pred' Will'us Wilton quam p̄d' Rogerus Reeve in ꝓpriis perſonis

Retorne del Brief d'Entry.

Et Vic' videlt retorn̄ bre p̄d in forma ſequen̄ execut' videlt quod dictus Willielmus Wilton inveniſſet eidem vic pleg' de proſequend' breve ſuū pred' ſcilt Johannem Doe & Ricardum Roe Et quod pred' Rogerus ſum̄ fuit per Johannem Denn & Ricardum Fenn

Count vers le Tenant.

Et ſuper hoc idem Willielm' Wilton narrando verſus eundem Rogerum ſuper bre pred' tunc petiebat verſus eum Tenementa reddit' & Co̅ias pred' cum pertin' ut jus & hereditatem ſuam Et in que idem Rogerus non huit ingrm̄ niſi poſt diſſeiam quam Hugo Hunt inde injuſte & ſine Judicio fec' prefat' Willielmo infra triginta annos &c. Et unde tunc dixit quod ipſemet fuit ſeiſ' de ten̄tis reddit' & Co̅iis pred' cum pertin' in Dominico ſuo ut de feodo & jure tempore pacis tempore eorundem Regis & Regine capiend' inde expleſ̄ ad valenciam &c. Et in que &c. Et inde tunc produxit ſectam &c.

Voucher de *Geo. Ramſden* a Garranty.

Et predictus Rogerus in propria perſona tunc defend' jus ſuū quando &c. Et vocavit inde ad warr' pred' Georgium Ramsden ſum̄ in Com̄ pred' ita quod tunc vic' heret eum hic in Craſtino aſcencon̄ Dn̄i tunc prox' ſequen̄ per Auxiliū Cur' &c. Idem dies dat' fuit partibus predictis ibm̄ &c. Et ſuperinde pred' Rogerus poſuit loco ſuo Johannem Empſon & Joſephum Butler Attorn̄ ſuos conjunctim & diviſim verſus prefat' Willielmum ad lucrand' vel perdend' de placito pred' &c. Ad quem diem hic ven̄ tam pred' Will'us Wilton in propria perſona ſua quam pred' Rogerus per pred' Johannem Empſon Attorn̄ ſuū Et pred' Georgius ſum̄ &c. per Thomam Gill Attorn̄ ſuū ſiſit ven̄ Et gratis Tenementa reddit' & Coias pred' cum pertin̄ ei warr' &c.

Count vers luy.

Et ſuperinde pred' Will'us petiebat verſus ipm̄ Georgium Tenen̄ per warr' ſuam Tenementa reddit' & Coias pred' cum pertin̄ in forma p̄d &c. Et unde tunc dixit quod ipſ̄met fuit ſeiſ' de ten̄tis reddit' & Co̅iis pred' cum ꝑtin̄ in Dominico ſuo ut de feodo & jure tempore pacis tempore eorundem Regis & Regine capiend' inde expleſ̄ ad valenciam &c. Et in que &c. Et inde tunc produxit ſectam &c. Et p̄dcus Georgius tenens ꝑ warr' ſuam tunc defend' jus ſuū quando &c.

Et il vouch le Common Vouchee.

Et ulterius vocavit inde ad warr' Johannem Wheeler qui ſiſit adtunc p̄ſens fuit in Cur' hic in propria ꝑſona ſua Et gratis Tenementa reddit' & Coias p̄d cum ꝑtin̄ ei warr̄ &c.

+

&c. Et ſuper hoc p̄dictus Willi'us petiebat verſus ipm̄ Johannem tenen̄ ꝑ warr' ſuam Tenementa reddit' & Coias pred' cum pertin̄ in forma p̄d &c. Et unde idem Willi'us tunc dixit quod ipſēmet fuit ſeit' de ten̄tis reddit' & Coiis p̄d cum ꝑtin̄ in Dominco ſuo ut de feodo & jure tempore pacis tempore eorundem Regis & Regine capiend' inde exples̄ ad valenciam &c. Et in que &c. Et inde tunc produxit ſectam &c. Et predictus Johannes Wheeler tenens ꝑ warr' ſuam defend' jus ſuū quando &c. Et tunc dixit quod p̄d Hugo non diſſēivit p̄fat' Willielmum de ten̄tis reddit' & Coiis p̄dictis cum pertin̄ ꝓut idem Willielmus ꝑ breve & narracōnem ſua p̄d ſuperius ſuppon̄ Et de hoc tunc poſuit ſe ſuper patriam Et predictus Willielmus tunc petiit licenciam inde interloquendi Et h'uit &c. Et poſtea idem Willielmus reven̄ in eadem Cur' iſto eodem Termino in propria ꝑſona ſua Et p̄dictus Johannes licet ſolempnit' exact' non reven̄ ſed in contempt' Cur' receſſit Et defalt' fec' Jō conſ̄ fuit quod pred' Willi'us recuparet ſeiam ſuam verſus p̄fat' Rogerum de ten̄tis reddit' & Coiis p̄d cum ꝑtin' Et quod idem Rogerus h'eret de terra dicti Georgij ad valenciam &c. Et quod idem Georgius ulterius h'eret de terra p̄dicti Johannis ad valenciam &c. Et idem Johannes Wheeler eſſet in mia &c. Et ſuperinde p̄d Willi'us petiebat breve eorundem Regis & Regine vic' Com̄ Ebor' p̄d dirigend̄ de h'ere faciend̄ ei plenar' ſeiſam de ten̄tis reddit' & Coiis p̄d cum pertin̄ Et ei concedebatur rtornabile in eadem Cur' hic in octabis Sancte Trinitatis tunc ꝓx' ſequen' ad quem diem ven̄ in eadem Cur' hic p̄d' Willi'us in ꝓpria ꝑſona ſua Et vic' videl't Chriſtopherus Wandeford Bar' tunc mand' quod ipſe virtute brevis p̄d nono die Junij tunc ult' p̄terit' h'ere feciſſet p̄fat' Will'o plenar' ſeiam de ten̄tis reddit' & Coiis p̄d cum ꝑtin' ꝓut ꝑ bre illud ſibi p̄cept' fuit ꝓut ꝑ exemplificacon' record' ill' eiſdm̄ Juratorib; in evidenc' oſtens̄ plenius apparet ac rōne p̄miſſor' idem Georgi⁹ Ramsden fuit ſeit' de tenementis infraſpecificat' cum ꝑtin' ꝓut lex poſtulat Et ſic inde ſeit' exiſten' p̄d Abrahamus Langley accomodavit & ſolvit p̄d Georgio Ramsden ſum̄am centum & quinquaginta libr' in Indentur' relarat' poſtea menconat' ſpecificat' Et ſuꝑinde poſtea ſcil't primo die Novembris anno regni Dn̄i Regis nunc nono ꝑ quandam Indentur' adtunc f'cam̄ int' ipm̄ Georgiū Ramsden ꝑ nōen Georgij Ramsden de Heath in Skircoate in Com̄ Ebor' Yeoman ex una parte & infranominat' Abrahamū Langley ꝑ nomen Abrahami Langley de Preiſtley in Hipperholme in Com̄ pred' Gen' ex altera parte eiſdem juratorib⁹ etiam in evidenc' oſtens̄ ꝓ & in conſ̄ quinque ſolid' eidem Georgio Ramsden per

Judgment.

Brief de *Habere fa. ſeiſin'* agard.

Retorne de ceo.

Prout per Exemplificat' Record', &c.

Per que le dit *George Ramſden* fuit ſeiſie *prout lex poſtulat* & per Leaſe & Rel. 1 & 2 Nov. 9 W. 3. pur 150l. convey al *Abr. Langley* & ſes heirs.

p dcm̄ Abrahamū premanib⁹ ſolut' dict' Georgius Ramſden barganizavit & vendidit tent' infraſcript' cum ptin dc̄o Abrahamo habend' & tenend' a die px' ante diem dat' ejuſdem indentur' p & duran' & uſq; plen' finem & terminū uni⁹ anni integri extunc px' ſequen' & plenar' complend' & finiend' virtute quidm̄ quarum barganie & vendic̄onis necnon vigore Statuti pred idem Abrahamus fuit poſſeſſionat' de tenementis predcis' cum pertin' put lex poſtulat Et ſic inde poſſeſſionat' exiſten' Et pred' Georgius de reverc̄one inde cum ptin' put lex poſtulat ſeiſit' exiſten' poſtea ſcil't ſecdō die Novembris anno nono ſupradicto p quandam al' indentur' adtunc fact' inter ipm̄ Georgium Ramſden de Heath in Skircoate in Com̄ Eborum Yeoman ex una & prefat' Abrahamum per nomen Abrahami Langley de Preiſtley in Hipperholme in Com̄ pred' Gen' ex altera parte eiſdem juratorib⁹ in evidenc' oſtens' idem Georgius Ramſden p & in conſiderac̄one ſumme centum & quinquaginta libr' legalis monete Anglie eidem Georgio Ramſden p prefat' Abrahamum ante ſigillac̄onem & deliberac̄onem ejuſdem indentur' bene & vere in manib⁹ ſolut' Idem Georgius conceſſit & relaxavit prefat' Abrahamo tent' infraſcript' cum pertin' dcō Abrahamo Langley habend' & tenend' tent' illa cum pertin' dcō Abrahamo Langley hered' & aſſign' ſuis ad ſolum opus & uſum dci Abrahami Langley heredꝰ & aſſign ſuor' in perpetuū Ac ratione premiſſor' idem Abrahamus in teñta illa cum ptin intravit & fuit inde ſeiſit' put lex poſtulat Et ſic inde ſeiſit' exiſten idem Georgius poſtea ſcilt primo die Decembris anno Dni milleſimo ſexcenteſimo nonageſimo ſeptimo obijt Jidemq; Juratores ulterius ſuper ſacrm ſuū dicunt q͞d infranominat' Johannes Ramſden jun eſt heres de corpore ejuſdem Georgij legitime pcreat' ac poſt mortem ipſius Georgij ac ante infraſcript' tempus quo &c. in teñta pd̄ cum ptin in & ſup poſſeſſion ipſius Abrahami Langley intravit & fuit inde ſeiſit' put lex poſtulat Et ſic inde ſeiſit' exiſten idem Johannes Ramſden jun poſtea ſcil't infraſcript' primo die Aprilis anno regni Dni Regis nunc duodecimo dimiſit conceſſit & ad firmam tradidit p̄fat' Humfrido teñta illa cum ptin habend & tenend teñta illa cum ptin' p̄fat' Humfrido & aſſign' ſuis a primo die Martij tunc ult' p̄terit' uſq; plen' finem & terminū quinq; annor' extunc px' ſequen' plenar' complend & finiend put interius ſupponitur virtute cujus quidem dimiſſion' idem Humfridus in teñta p̄dca cum ptin' intravit & fuit inde poſſeſſionat' quouſq; pd̄ Abrahamus poſtea ſcilt eodem primo die Aprilis anno duodecimo ſupdicto in teñta pd̄ cum ptin' in & ſup poſſeſſion' ipſius Humfridi inde intravit & ipm Humfridū a firma ſua pred ejecit expulit & amovit put interius allegatur

Que *George Ramſden* mor' 1 Dec. 1697. Que le Leſſor eſt heir del corps de dit *George Ramſden*, & enter apres le mort de dit *George* & fiſt le Leaſe al Pl.

Sed utrū ſuper tot̄ materia p̄d in forma p̄d compert̄ p̄d Abrahamus ſit culpabilis de tranſgr̄ & ejeccon' infraſcript̄ necne juratores p̄d penitus ignorant & petunt inde adviſamentū Cur̄ hic in p̄miſs' Et ſi ſuper tot̄ materia p̄d in forma p̄d compert̄ videbitur Juſtic' hic q̄d p̄d Abrahamus eſt culpabilis de tranſgr' & ejeccon' p̄d tunc iidem Juratores dicunt ſup ſacrm̄ ſuū q̄d p̄d Abrahamus eſt culpabilis de tranſgr' & ejeccon' p̄d ꝓut p̄d Humfridus interius verſus eum queritur Et tunc aſſidunt dampna ipſius Humfridi occōne tranſgr' & ejeccon' ill' ultra miſ̄ & cuſtag' ſua per ipm̄ circa ſectam ſuam in hac parte appoſit̄ ad duos denar' Et ꝑ miſ̄ & cuſtag' ill' ad quadraginta ſolid̄ Et ſi ſup tot̄ materia p̄d' in forma p̄d compert̄ videbitur Juſtic' hic q̄d p̄d Abrahamus non eſt culpabilis de tranſgr' & ejeccōne p̄d tunc iidem Juratores dicunt ſup ſacrm̄ ſuū q̄d p̄d Abrahamus non eſt culpabilis de tranſgr' & ejeccōne p̄d ꝓut p̄d Abrahamus interius placitando allegavit &c.

Et ſi, &c.

CEſt Caſe fuit argue 2 foits, & le ſole Queſtion fuit ſur le primer Deviſe, lequel l'Eſtate en Ley fuit veſt en *George Ramſden* per force del Stat. 27 *H.* 8. *c.* 10. ou que ceo fuit ſolement un truſt pur *George Ramſden*, & que l'Eſtate en Ley remain en *John Staincliffe* & *Robert Ramſden*: Car ſi ceo fuit un uſe execute en *George Ramſden* donque il fuit Tenant en Tail, le Deviſe eſteant que il prendra les Profits durant ſa Vie, le Remainder al uſe des Heirs de ſon Corps; & donque le Recovery fuit bien ſuffer.

Et fuit argue pro Quer. Que l'Eſtate en Ley remain en les Truſtees, Et que fuit ſolement un truſt pur *G. R.* Et ceo (fuit dit) appiert plainment d'eſtre le intent del Deviſor, car les parols ſont que ils & le Survivor de eux eſtoyeront ſeiſie, *&c.* iſſint que il intende tiel Eſtate que poit ſurviver. Auſſi la eſt un Proviſo que les Truſtees fairont un Jointure al Feme de *G. R.* quel ils ne poient faire ſi l'Eſtate ne continue en eux.

Ouſter un Deviſe differ de un fait en ceſt Caſe; car ſi home fiſt Feofment ſans aſcun conſideration al auter & ſes Heirs, & ne dit a quel uſe, ceo ſerra al uſe del Feoffor & ſes Heirs; mes un deviſe veſt l'Eſtate en le Deviſee immediatement ſans dire a quel uſe, 4 *Co.* 4. en *Vernon*'s Caſe. Mes fuit agree que un Deviſe poit eſtre al un al uſe d'un auter, & le uſe ſerra execute ſi l'Intent del Deviſor appiert d'eſtre iſſint, accordant al 1 *Leon* 253. *Pop.* 4. Mes pur un direct Authority que ne ſerra execute come un uſe en ceſt Caſe, fuit cite le Caſe de *Burchett* & *Durdant*, 2 *Ven.* 311. lou fuit adjudge en le *Exchequer-Chamber* que fuit ſolement un truſt nemy execute.

Del auter part fuit argue, que ceſt Truſt a permitter un a prendre les Profits, uſt eſtre un uſe devant le Stat. 27 *H.* 8. Et pur ceo il ſerra execute per ceo Stat. car un uſe & un truſt al Common Ley fueront tout un. Et en 1 *Co.* 121. en le definition d'un uſe il eſt dit d'eſtre un truſt & confidence que ceſtuy que uſe prendra les Profits, *&c.* Et les Profits del Terre ſont tout un ove la Terre meſme. Et quant al Objection que l'Intent del Deviſor fuit que le uſe ne ſerra execute, fuit reſpond que l'Intent ſerra obſerve en le creation d'un uſe; mes quand ceo eſt create, il ſerra govern per le operation del Ley: & ſi en ceſt Caſe le Deviſor intend un uſe, le Stat. execute le poſſeſſion a ceo. Et pur ceo 1 *Vent.* 379. fuit cite. Lou *Hale* Chief Juſtice miſt ceſt Caſe, ſi home covenant d'eſtoier ſeiſie al uſe luy meſme pur Vie, & apres al uſe des Heirs-Males de ſon Corps, la Ley ſupervene ſon Intention & fiſt luy Tenant en Tail. Et al Objection que poyer eſt done al Truſtees a faire un Jointure, fuit reſpond, Que ceo eſt conſiſtent; car il eſt probable que ceo fuit direct pur preventer Indiſcretion en le Marriage de *G. R.* car il fiſt Proviſion que le Jointure ſerra fait en Proportion al Portion del Feme, & il n'eſt inconſiſtent ove l'Eſtate Tail; car per ceo l'Eſtate Tail eſt preſerve, & un Jointure poit eſtre fait ſans docker ceo, & ceo reſpons eſt done al meſme Objection en le Caſe de *King* & *Melling*, 1 *Vent.* 232. per *Hale* Chief Juſtice.

Et quant al Caſe de *Burchett* & *Durdant* le point en Queſtion icy ne fuit neceſſary la a doner ceo Judgment. Car le principal point fuit lequel les parols (*Heir of the Body of* A. *now living*) fuit un bon noſme de Purchaſe pur deſcriber le Perſon: Et fuit reſolve que ceo fuit bon noſme de Purchaſe, & l'auter Point relatant al Truſt, fuit hors del Caſe.

En le principal caſe tout le Court fuit d'Opinion que le uſe fuit execute en *G. R.* pur les Reaſons devant mention. Et fuit obſerve per le Court, que ſi le uſe ne ſerra execute en *G. R.* immediatement durant ſa Vie, le Remainder limit al uſe des Heirs de ſon Corps ne poit prendre effect per voy de uſe execute, quel il doit de neceſſity; car la n'eſt aſcun colour pur faire ceo un truſt pur les Heirs del Corps de *G. R.*

Et ſur le ſecond Argument Judgment fuit done pur le Defendant, per *tot. Cur. Ex relatione alterius.*

Entre Brevis.

William Snr' *Sandys* v. *Edm. Bray*, Ar'.

Trin. 13 Eliz. Rot. 1567. *C. B.*

WIllielmus Sandys Dn̄us Sandys per Willm̄ Warren Attorn' ſuū pet' v̄ſus Edm̄ Bray Ar' Maneriū de Eyton cum pertin' ac centum meſſuagia tria molendina decem columbar' ducent' gardina tria millia acrar' terre quadringent' acras prati quingent' acras paſture mille acras boſci & decem librat' reddit' cum pertin' in Eyton Totternhoe alias Totternell & Houghton-Regis in que idem Edm̄us non habet ingreſſum niſi per Edwardū Bray Mil' qui inde injuſte & ſine Judicio diſſeiſ' p̄dcm̄ Willm̄ infra 30 annos jam ult' elapſ' &c. Et unde dic' qd̄ quidam Johes Zouch Mil' fuit ſeiſit' de manerio tenement' & reddit' pred' cum pertin' in dn̄ico ſuo ut de feodo Et ſic inde ſeiſit' exiſten' quidm̄ finis levavit in Cur' Dnī Henrici nuper Regis Anglie ſeptimi apud Weſtm̄ in Com̄ Midd ſcil't a die Paſc in unum menſem anno regni ejuſdem nup Regis undecimo coram Thoma Bryan Will'o Danvers Johe Vavaſor & Thoma Woode tunc Juſtic' ejuſdem nup Regis & alijs ipſius nuper Regis fidelibus tunc ibm̄ preſentibus inter Will'um tunc Lincoln' Epiſcopū Reginaldum Bray Mil' Will'um Hodye Mil' Hugonem Oldam Clcū Humfridū Coningsby Servien' ad Legem Ricū Empſon Will'um Coope Johem Shaa & Barthum Reede quer' & p̄fat' Johem Zouch & ohannam ux' ejus deforcient' de manerio tenement' & reddit' pred cum pertin (inter alia) p nomina manerior' de Eyton

Brief de Entry en le per.

Count, que Sir *John Zouche* fuit fuit ſeiſie en Fee.

Et en Term. Paſch. 11 H. 7. levie Fine al Eveſque de L. Sir *Reginald Bray*, & auters, & al Heirs del Eveſque.

Totternhoe & Houghton Regis cum ꝑtin ac centu meſſuagior triu molendinor' triu milliu acrar' terre quadringent acrar' prati quingent' acrar' paſture mille acrar' boſci & decem librat reddit' cum ꝑtin in Eyton Totternhoe & Houghton Regis ac advocacõnis duar' capellar' & duar' cantar' in Eyton & Houghton Regis unde ꝑlitu convencõnis ſum fuiſſet inter eos in eadem Cur' p̄d nup Regis ſcilt q̃d p̄d Johes Zouch & Johanna recogn maneriu ten reddit & advocacon p̄d cum ꝑtin unde p̄d maneriu de Eyton cum ꝑtin ac cetera p̄miſſa ſuperius petit cum ꝑtin adtunc fuerunt parcell' eſſe jus ipſius Epi & illa ei remiſerunt & quiet clam de ipſis Johe Zouche & Johanna & hered ipſius Johanne p̄dcis Epo Reginaldo Willo Hugoni Humfrido Rico Willo Johi Shaa & Bartho & hered ipſius Epi imperpetuu Et preterea iidem Johes Zouche & Johanna conceſſer' p ſe & hered ipſius Johanne q̃d ipi warant pred Epo Reginaldo Willo Hugoni Humfrido Rico Willo Johi Shaa & Bartho & hered ipſius Epi p̄dca maner tenement reddit & advocacon cum ꝑtin unde &c. inter alia contra omnes homines imperpetuu put p record inde plenius liquet Qui quidem finis habit & levat fuit ad ſolum opus & uſum dci Reginaldi Bray & hered ſuoꝝ imperpetuu virtute cujus quidem finis p̄d Epus Reginaldus Willus Hodye Hugo Humfrus Ricus Willus Coope Johes Shaa & Barthus in Maner tenement & reddit p̄dca cum ꝑtin unde &c. intraver & fuer inde ſeiſit videlt idem Epus in dñico ſuo ut de feodo Et p̄d Reginaldus Willus Hodye Hugo Humfridus Ricus Willus Coope Johes Shaa & Barthus in dñico ſuo ut de libo tenemento ad uſum p̄dci Reginaldi & heredu ſuoꝝ imperpetuu in forma pred ipſiſq; Epo Reginaldo Willo Hodye Hugone & Humfrido Rico Willo Coope Johe Shaa & Bartho ſic inde ad uſum p̄d ſeiſit exiſten p̄d Reginaldus poſtea ſcilt 21 die Aprilis anno regni p̄dci nuper Regis Henrici ſeptimi 12. apud London in paroch Sci Petri in warda de Cripplegate condidit teſtament & ult voluntat ſuam in ſcriptis & per eandem voluit & legavit uſum de & in manerio tenẽtis & reddit p̄d cum ꝑtin unde &c. cuidam Edo Bray adtunc nepoti ſuo viz. filio Johis Bray fratris junioris ejuſdem Reginaldi & hered' maſculis de corpore ejuſdem Edi littime procreat Et p defectu talis erit remanere inde cuidm Margerie Sandys adtunc ux' cujuſdm Willi Sandys Mil' & nepti ejuſdem Reginaldi viz. filie Johis Bray fratris ſenioris ejuſdm Reginaldi & heredib' de corpore ejuſdem Margerie littime procreat Poſteaq; ſcilt quarto die Auguſti anno regni p̄dci nuper Regis Henrici ſeptimi decimo octavo apud London p̄d p̄dcus Re-

Le Fine ſuit al uſe de Sir *Reginald Bray* & ſes Heirs. Les Coniſees enter & fuer' ſeiſie.

Sir *Reg. Bray* 21 Apr. 12 H. 7. deviſe le uſe al *Edm. Bray* ſon Nephew en Tail-male Rem' al *Margery* la Feme de Sir *W. Sandys* en Ta. gen.

Reginaldus obijt ipſo Reginaldo & dcīs Epō Will'o Hody Hugone Humfrido Rico Will'o Coope Johe Shaa & Bartho de dcīs manerijs tenement' & reddit' cum pertin' unde &c. in forma p̄d' ad uſum p̄d' tunc ſeiſit' exiſten' poſt cujus quidem Reginaldi mortem p̄red' Epus Will'us Hodye Hugo Humfridus Ricus Will'us Coope Johes Shaa & Barthus fuer' ſeiſit' de manerijs tenement' & reddit' p̄d cum pertin' unde &c. viz. idem Epus in dñico ſuo ut de feodo & p̄d' Will'us Hodye Hugo Humfridus Ricus Will'us Coope Johes Shaa & Barthus in dñico ſuo ut de libo teñto ad uſū p̄red' Edi nepotis & hered' maſculoꝝ de corpore ſuo legittime ꝑcreat' Et ꝑ defectu talis exit' ad uſum dcē Margerie & hered' de corpore ejuſdem Margerie legittime ꝑcreat' vigore teſti & ult' voluntat' p̄redict' Eiſdemq; Epō Will'o Hodye Hugone Humfrido Rico Will'o Coope Johe Shaa & Bartho ſic de eiſdem manerijs tenement' & reddit' cum pertin' unde &c. ſeiſit' exiſten' p̄redci Epūs Will'us Hodye Hugo Humfridus Ricus Will'us Coope Johes Shaa & Barthus poſtea obierunt inde ſeiſit' poſt quor' mortem p̄redca maneria teñta & reddit' cum pertin' unde &c. deſcend' cuidam Laurentio Smith ut conſanguineo & hered' p̄red' Epi viz. ut filio & hered' Henrici Smith fratris & hered' p̄redci quondam Epi ꝑ q̄d idem Laurentius fuit ſeiſit' de eiſdem manerijs teñtis & reddit' p̄red' cum pertin' unde &c. in dñico ſuo ut de feodo ad uſum dci Edi Bray nepotis & hered' maſculorum de corpore ſuo legittime procreat' & pro defectu talis exit' ad uſum dcē Margerie & hered' de corpore ſuo legittime procreat' Ipſoq; Laurentio ſic inde ad uſus illos ſeiſit' exiſten' p̄redictus Edus Bray nepos poſtea ſcil't viceſimo octavo die Maij anno regni Dni Henrici nuper Regis Anglie octavi poſt conqueſtum decimo quinto de manerijs tenement' & reddit' p̄red' cum ꝑtin' unde &c. feoffavit quoſdam Will'um Gaſcoigne Mil' Thomam Uemdale al's Wodale Ar' Jacobum Hadley Robtum Caſtleton & Thomam Polſtede Gen' habend' eiſdem Willielmo Gaſcoigne Thome Jacobo Roberto & Thome heredibus & aſſign' ſuis imperpetuum Poſteaq; p̄red' Edus Bray nepos habuit exit' de corpore ſuo lit'time ꝑcreat' quendm̄ Johannem Bray nuꝑ Dnūm Bray & obiit poſt cujus mortem idem Johannes Bray nuꝑ Dnūs Bray ſitit' obiit ſine hered maſculo de corpore ſuo lit'time ꝑcreat' & ſine aliquo herede maſculo de corpore dicti Edmondi Bray nepotis lit'time ꝑcreat' poſt cujus mortem quidam Juſticianus Fewter in nōie hered' p̄d nuꝑ Epi in Manerium Tenement' & reddit' p̄d cum ꝑtin' modo petit' ad uſum ipſius Willielmi Sandys Dni Sandys modo

Sir *Reg. Bray* mor' 4 Aug. 18 H. 7.

Tout's les Conuſees moreront. Per que les Tenements deſcend al *Lawrence Smith* come Heir del Eveſque.

Edm. Bray le Deviſee en Tail del uſe, fiſt Feofment al Sir *W. Gaſcoigne* & auters. Et moruſt aiant Iſſue *John* Snr' *Bray*, que mor' ſans Iſſue Male.

Que apres le mort de *Jo.* Snr' *Bray* ſans Iſſue Male, un *J. F.* enter en le noſme del Heir del dit Eveſque, al uſe del Demandant, Heir del corps de dit *Margery*. Per que le dit *Lawr. Smith* fuit ſeiſie en Fee. Per que & per reaſon del Stat. de Uſes le Demandant fuit ſeiſie en Tail, & fuit iſſint ſeiſie tanque le diſſeiſin per Sir *E. B.* que infeoffe le Tenant.

quer̃ conſanguinei & heredis de corpore dicte Margerie viz. filij & hered̃ Henrici Sandys Ar' filij & hered' apparen' Thome Sandys nuper Dn̄i Sandys filij & hered' p̃dicte Margerie intravit ꝑ quod p̃dictus Laurentius Smith fuit ſeiſ' de & in Manerio Tenement' & reddit' p̃d cum ꝑtin' modo petit' in Dominico ſuo ut de feodo ad uſum ipſius Willielmi Sandys Dn̄i Sandys p̃textu quorum ac rac̄one Statut' de uſibus in poſſeſſion' transferend' in Parliamento p̃dicti nuper Regis Henrici octavi quarto die Februar̃ anno regni ſui viceſimo ſeptimo apud Weſtm̄ in Com̄ Midd̃ tent' edit' & ꝓvis̃ idem Willielmus Sandys Dn̄us Sandys modo petens fuit ſeiſ' de Manerio Tenement' & reddit' p̃d cum ꝑtin' modo petit' in Dominico ſuo ut de feodo talliato viz. ſibi & hered̃ de corpore ſuo litt'ime ꝓcreat' ꝑ quod idem Willielmus Sandys Dn̄us Sandys modo petens in Maneriu' Teenment' & reddit' p̃d modo petit' cum pertin̄ intravit & fuit inde ſeiſ' in Dominico ſuo ut de feodo talliato viz. ſibi & hered' de corpore ſuo litt'ime ꝓcreat' tempore pacis tempore Dn̄e Regine nunc capiend' inde expleſias ad valenc' &c. Et ſic inde ſeiſ' fuit quouſque p̃dcus̃ Edwardus Bray ip̄m Willielmum Sandys Dn̄m Sandys de p̃dcis̃ Manerio Tenement' & reddit' p̃d modo petit' cum pertin̄ injuſte & ſine Judicio diſſeiſ̃ per quod idem Edwardus fuit ſeiſ' de manerio tenement' & reddit' p̃d modo petit' cum ꝑtin' in Dominico ſuo ut de feodo ꝑ diſſeiſinam & ſic inde ꝑ diſſeiſinam ill' ſeiſ' exiſten̄ idem Edwardus poſtea & ante diem impetrac̄onis brevis original' ipſius Willielmi Sandys Dn̄i Sandys de iiſdem manerio tenement' & reddit' modo petit' cum pertin̄ feoffavit p̃dictum Edw̄ Bray jam tenent' Et in que &c. Et inde ꝓduc' ſectam &c.

Barr.
Que le dit Sir *E. B.* *non diſſeiſivit modo & forma*. Et iſſue ſur ceo.

Et p̃dictus Edmund̄ ꝑ Thomam Antrobus Attorn̄ ſuum ven̄ & defend̃ jus ſuum quando &c. & dic' q̄d p̃dictus Edwardus non diſſeiſivit p̃fat' Willielmum Sandys Dn̄m Sandys de manerio tenement' & reddit' p̃d' cum ꝑtin̄ modo petit' ꝓut idem Willielmus Sandys Dn̄us Sandys ꝑ bre & narrac̄on' ſuam p̃d ſuperius ſuppon̄ Et de hoc pon̄ ſe ſuper patriam Et p̃dictus Willielmus Sandys Dn̄us Sandys ſimilit' Jō p̃cept' eſt Vic' q̄d Venire fac' hic in octab Sancti Hillar' xij &c. ꝑ quos &c. Et qui nec &c. ad recogn̄ &c. Quia tam &c. Ad quem diem hic ven̄ ꝑtes &c. Et Vic' non miſ̃ breve Jō ſicut prius p̃cept' eſt Vic' q̄d Venire fac' hic in octab Sancte Trinitat' xij &c. ad recogn̄ &c. in forma p̃d &c. ad quem diem hic ven' tam p̃dictus Willielmus Sandys Dn̄us Sandys quam p̃d' Edmundus Bray per Attorn' ſuos p̃d & Vic' viz. Thomas Pigott Armig'

Ven. fa.

Al' *Ven. fa. quia Vic' non miſit Breve.*

modo mand' hic quoddam breve Dnē Regine de als Venire fac' hic xij &c. ſibi inde direct' una cum panello de nominibus Jur' brevi illo annex' in omnibus ſervit' & execut' quor' xij &c. ven' qui ad veritatem de p̄miſs' dicend' electi triati & jurati dic' ſuper ſacrū ſuū quod quidam Juſticianus Fewter in anno regni Dnē Regine nunc tertio intravit in quaſdam ꝑcellas p̄dicti manerij de Eyton viz. in le Park & le Green que ſunt & a tempore cujus contrar' memor' hom̄ non exiſtit fuer' parcell' ejuſdem manerii in nõie omnium manerior' & tenementor' p̄dictoꝝ ſuperius ſpec' ꝓ & in nõie hered' Humfri Coningſby tunc defunct' in recordo p̄d nominat' ſi idem Humfridꝰ fuit ſupervivens p̄dictoꝝ quer' in Fine p̄dicto ſpec' & qd' ipſe in anno tertio ſupradicto intravit in p̄d parcell' dicti manerij de Eyton in nõie omniū manerior' & tenementor' p̄dictoꝝ ſuperius ſpec' ꝓ & nomine hered' p̄dicti Willielmi Epi Lincoln' tunc defunct' ſi idem Epūs fuit ſuperviven' eorumdem quer' in fine p̄dicto ſpec' quodq; idem Juſticianus poſtea in anno regni dicti Dnē Regine nunc quarto intravit in p̄d parcell' dicti manerij de Eyton in nomine omniū manerior' & tenementor' p̄d' ſuperius ſpec' ꝓ & in nomine hered' dicti Epi Lincolñ ac eciam quod ipſe idem Juſticianus in dicto anno quarto dicte Dnē Regine nunc intravit in p̄d parcell' dicti manerij de Eyton in nomine omniū manerior' & tenementor' p̄dictor' ſupius ſpec' ꝓ & in nomine hered' ſuperviven' dictor' quer' in fine p̄dicto ſpec' Et quod omnes dicti quer' in fine pred' ſpec' ante pred' annū tertiū regni dicte Dnē Regine nunc fuer' mortui Et iidem Jur' pet' adviſament' Cur' utrum intracoñ ill' fuer' vel eoꝝ aliquod ſit & in lege adjudicari debeant vel debeat ſufficien' in lege ad inveſtigand' liberum tenement' manerij & tenementor' pred' cum ꝑtin' petit' in aliquo herede aliquor' predictor' quer' in dicto fine ſpec' tunc jus hent' in eiſdem manerio & tenement' ad uſum p̄fat' Will'i Dnī Sandys hered' de corpore p̄dicte Margerie Sandys legitime ꝓcreat' nec ne & ſi Cur' hic videbitur q̄d intrare ill' vel eoꝝ aliquod ſit vel ſint vel fuerit aut fuerint & in lege adjudicari debeat vel debeant ſufficien' in lege ad inveſtigand' liberum tenement' manerij & tenementor' p̄dictoꝝ petit' cum pertin' in aliquo hered' aliquoꝝ p̄dictoꝝ quer' in fine p̄dicto ſpec' tunc jus hent' in eiſdem manerio & tenement' ad uſū p̄fat' Willielmi Dnī Sandys hered' de corpore p̄d' Margerie Sandys legitime ꝓcreat' tunc iidem Jur' dicunt ſuper ſacrū quod p̄dictus Edwardus Bray diſſeiſivit p̄dictum Willielmum Dnū Sandys de manerio & tenement' p̄d petit' ꝓut p̄dictus Willielmus Dnūs Sandys per breve & narracon' ſuam p̄d ſuperius ſup-

pon

Special Verdict. *Quod Nota.*

Le Doubt del Jury.

pon' Et aſſidunt dampna ipſius Willielmi Dnī Sandys occ̄one diſſeiſine p̄dicte ult̃ miſ̃ & cuſtag' ſua ꝑ ipſum circa ſectam ſuam in hac parte appōit' ad 40 s. Et ꝓ miſ̃ & cuſtag' ill' ad 10 s. Et ſi Cur̃ hic videbitur q̄d nec intrare ill' nec eorum aliquod ſint vel ſit nec in lege adjudicari debeant vel debeat ſufficien' in lege ad inveſtigand liberum tenementum manerij & teñt p̄d petit' in aliquo humod hered ad uſum prefat̃ Willielmi Dnī Sandys & hered de corpore p̄dicte Margerie Sandys lit̃time ꝓcreat' tunc ijdem Jur̃ dic' ſuper ſacrū ſuū quod p̄d Edwardus Bray non diſſeiſivit predictum Willielmum Dnū Sandys de manerio & tenement' p̄d petit' ꝓut predictus Edmundus Bray ſuperius allegavit Et quia Juſtic' hic ſe adviſare volunt de & ſuper p̄miſſ' priuſquam Judic' inde reddant dies dat̃ eſt partibus pred' hicuſque in octab Sancti Michis de audiendo inde Judic' ſuo eo quod ijdem Juſtic' hic inde nondum &c. Ad quem diem hic ven' tam p̄d Willielmus Sandys Dnūs Sandys quam p̄d Edus̃ ꝑ Attorn' ſuos p̄d Et quia Juſtic' ulterius ſe adviſare volunt de & ſuper premiſſ' priuſquam Judicium inde reddant dies ulterius dat̃ eſt partibus p̄d' hicuſque in octab Scī Hillar' de audiendo inde Judicio ſuo eo quod ijdem Juſtic' hic inde nondum &c. Ad quem diem hic ven' tam p̄d Willielmus Sandys Dnūs Sandys quam p̄d Edmundus Bray ꝑ Attorn' ſuos p̄d Et quia Juſtic' hic ulterius ſe adviſare volunt de & ſuper p̄miſſ' priuſquam Judic' inde reddant dies ulterius dat̃ eſt partibus p̄d hicuſque a die Paſch in unū menſem de audiendo inde Judicio ſuo eo quod iidm Juſtic' hic inde nondum &c.

Tout ceo que eſt devant eſcrie de diſt Record, jeo ay hors de un Manuſcript de Juſtice *Warburton.*

Adeprimes jeo penſa que ceo fuit un eſtrange Verdict, mes donc conſiderant que fuit trove ſur un trial al barr, & que en ceſt reſpect peradventure fuit pluis en ceo que appiert a mon view, jeo fui deſirous a ſcaver l'event de ceo, & oveſque grand Search & difficulty (en regard que ne appiert per le liver de Juſtice *VVarburton* en quel County les terres fueront, ne aſcun terme ou Roll en que le Record fuit enter) jeo trove al darrein en le *Dockett* en le office de Mr. *Foley* le ſecond Prothonotary, que le Record fuit enter de *Trin. Term* 13 *Eliz. Rot.* 1229. Que fuit meſme le terme en que le Trial al Barre fuit ſur un *Alias Ven' fac'* (que eſt tout ouſterment unuſual come jeo ſue informe per Practiſers) Mes ceſt *Dockett* fuit miſpriſe en le number Roll, car ſur ouſter Search de les Records de ceſt terme, le Record fuit enter *Rot.* 1567, & le County en le Margine del Record eſt *Bedford.*

Et le reſidue de le diſt Record, apres ceo que eſt eſcrie devant, icy enſuiſt.

Ad quem diem hic ven' tam pꝛed' Willielmus Sandys Dnũs Sandys quam pd̃ Edmundus per Attoꝛn' ſuos pd̃ Et ſuper hoc idem Willielmus Sandys Dnũs Sandys ex aſſenſu pꝛedicti Edd eo quod veredictum pꝛed' in foꝛma pꝛed' compertum adeo vicioſū & defectivum in lege exiſtit quod Cur' hic de & ſuper pꝛemiſſ' ob defect in veredicto illo exiſtent rite & liſtime pꝛocedere conſiderare & adjudicare non poteſt pet' quod veredictum pd̃ ꝓ nullo teneatur ac bꝛeve Dnē Regine de novo Venire fac' hic xij &c. ad triand de novo exit pd̃ ſuperius junct Vic' Com pd̃ dirigend Et quia videtur Cur̃ hic veredictum pd̃ foꝛe incertum vicioſū & in lege defectivum ac peticonem pd̃ raconi conſonan' eis conceditur Jō veredict pd̃ in foꝛma pd̃ compert ꝓ nullo tent ex aſſenſu partium pdictarũ pcept eſt Vic' qd de novo Venire fac' hic a die Sancti Michis in tres ſeptimanas xij &c. per quos &c. & qui nec &c. ad recogn' &c. quia tam &c. Ad quem diem hic ven' partes &c. & Vic' non miſ bꝛeve Jō ſicut pꝛius pꝛecept eſt Vic' quod de novo Venire fac' hic in Craſtin purificacon bte Marie xij &c. ad recogn' in foꝛma pd̃ &c. Ad quem diem hic ven' tam pd̃ Willielmus Sandys Dnũs Sandys per Attoꝛn' ſuū pd̃ quam pd̃ Edmundus Bꝛay in ꝓpr̃ perſona ſua Et ſuper hoc idem Edmundus Bꝛay relicta verificacone ſua pd̃ per ipſum ſuperius pꝛetenſ dic' quod ipſe non poteſt dedicere accõnem pd̃ Willielmi Sandys Dnī Sandys pꝛedictam nec quin pꝛedictus Edwardus Bꝛay injuſte &c. diſſeiſivit pꝛefat Willielmum de manerio tenement' & reddit' pꝛed' cum pertin' nec quin omnia & ſingula in bꝛeve & narracone pꝛedictis ſuperius ſpec' ſint vera ꝓut pꝛedictus Willielmus per bꝛeve & narracon' ſuam pꝛed' ſuperius ſuppon' Jō conſ eſt quod pꝛed' Willielmus Sandys Dnũs Sandys recuperet ſeiſinam ſuam verſus pfat Edm Bꝛay de & in manerio tenement' & reddit' pdcum pertin' Et idem Edmundus Bꝛay in Mia. Et ſuper hoc pꝛedictus Willielmus Sandys Dnũs Sandys pet bꝛeve Dnē Regine de here faciendo ei plenat ſeiſinam de manerio tenement & reddit pꝛed' cum pertin' Vic' pd̃ dirigen' Et ei conceditur retoꝛnabile hic a die Paſch in 15 dies &c. Ad quem diem hic ven' pdictus Willielmus Sandys Dnũs Sandys per Attoꝛn' ſuū pd̃ & Vic' nichil inde fec' nec bꝛeve inde miſ Jō fiat ei aliud bꝛeve in foꝛma pd̃ retoꝛnabile hic in octab Sancte Trin' &c. ad quem diem hic ven' pꝛedictus Willielmus Sandys Dnũs Sandys per Attoꝛn' ſuū pꝛed Et Vic' viz. Geoꝛgius Peckham Mil modo mand quod ipſe virtute bꝛevis

Le Demandant per le conſent del Tenant prie Novel *Ven. fa.* per reaſon del inſufficiency del Verdict.

Le Court agard un novel *Ven. fa.*

Le Def. confeſs le Action.

Judgment pur le Demandant ſur le Confeſſion

Habere fa. ſeiſinam agard.

Retorne de ceo.

bꝛevis illius ſibi direct 10 die Junij ult pꝛeterit here fecit pꝛefat' Willielmo Sandys Dnō Sandys plenar' ſeiſinam de manerio tenement' & reddit' pꝛed' cum pertin' ꝓut per bꝛeve illud ſibi pꝛecept fuit &c.

Holford v. *Brome.*

Un Brief de Entry en le *Quibus*, en le Court del County Palatine de *Chester*.

ELizabetha Dei Gra Anglie Francie & Hibernie Regina Fidei Defenſor &c. Vic Ceſtren̄ Salutem Pꝛecipe Rogero Bꝛowne quod juſte & ſine diſone reddat Geoꝛgio Holfoꝛd Armig' unū meſuag' unū molend̄ unū columbare viginti acr terre decem acr Paſture & decem acr boſci cum ptin̄ in Plumleigh de quibus idem Rogerus injuſte & ſine Judicio diſſeiſivit p̄dictum Geoꝛgium infra triginta annos jam ulterius elaps' ut dic Et niſi fecerit & pꝛedictus Geoꝛgiꝰ fecerit te ſecur de clam̄ ſuo ꝓs̄ tunc ſum̄ per bon̄ ſum̄ pꝛedictum Rogerum quod ſit coꝛam Juſtic noſtr Ceſtr apud Ceſtr pꝛimo die pꝛox' Seſs' Com̄ Ceſtr apud Ceſtr tenend̄ oſtens' quare non fecerit Et heas ibm̄ ſum̄ & hoc bꝛeve Teſte meipſo apud Ceſtr ſecundo die Septembr anno regni noſtri viceſimo tertio.

Count inde.

Geoꝛgius Holfoꝛd Armig' per Robertum Bꝛock Atturnat' ſuum petit verſus Rogerum Bꝛome unum meſuag' unum molendinum unum columbare viginti acr terre decem acr Paſture & decem acr boſci cum pertin̄ in Plumleigh de quibus idem Rogerus injuſte & ſine Judicio diſſeiſivit pꝛedictum Geoꝛgium infra triginta annos jam ultimo elaps' &c. Et unde dic' q̄d ipſemet fuit ſeit' de Tenementis pꝛedictis cum pertin̄ in Dominico ſuo ut de lib̄o tenemento tempoꝛe pacis tempoꝛe Dn̄e Regine nunc capiend̄ inde exples' &c. ad valenc' &c. & de quibus &c. Et inde ꝓduc' ſectam &c.

Barr.

Et pꝛedictus Rogerus per Laurentium Wꝛight Attoꝛn̄ ſuū ven̄ & defend̄ &c. Et dicit quod pꝛedictus Geoꝛgius ac̄conem ſuam pꝛedictam verſus eū here non debet Quia dic' quod diu ante diem impetrac̄onis bꝛevis oꝛiginalis pꝛed' ſcitt ſecundo die Apꝛilis anno regni Dn̄e Regine nunc quarto decimo pꝛedictus Rogerus Bꝛome & quidam Edwardus Hey & Johannes Jackſon extra Cur' Cancellar' dicte Dn̄e Regine nunc Com̄ Palentini ſui Ceſtr' adtunc apud Ceſtr' exiſten̄ pꝛoſecuti fuer' quoddam bꝛeve oꝛiginale ipſius Dn̄e Regine nunc

Que un Common Recovery fuit ſuffer en le Court de *Cheſter*; en que le ore Tenant, *Edw. Hey*, & *J. Jackſon* fuer' Demandants & Sir *Hugh Cholmondeley Jefery Shackerley* & *R. Brereton* Tenants, & *Chriſt. Holford*, Vouchee. Le Brief d'Entry en le Poſt.

nunc de ingrũ ſuper diſſeiſinam in le poſt verſus quoſdam Hugonem Cholmondeley Mil' Galfridum Shakerly Armig' & Ricardum Brereton Gen' de manerio de Holford centum & viginti meſuag' tribus molendinis aquaticis uno molendino Fullonico uno columbare tribus Salinis duobus Mille acr' terre quingent' acr' prati tribus millibus acr' paſture treſcent' acr' boſci mille acr' turbarie quingent' acr' jampnor' & bruer' centum acr' terre aqua coopert' & tribus librat' ſex ſolid' & octo denar' reddit' cum pertin' en Holford Netherpever Plumley Loſtock Gralam Lache Lache Denys Stubbs Lache Berton Netherknotsford Bulkeley Bunbury Oteworth Torpurley Shocklache Oviat & Friddington unde p̃d teñ modo petit' cum pertin' ſunt & tempore impetrac̃onis ejuſdem brevis originalis ſcilt predicto ſecundo die Aprilis anno quarto decimo ſupradicto fuer' parcell' tunc Vic' p̃d Com' Ceſtr' direct' (eiſdem Hugone Galfrido & Ricardo Brereton adtunc tenentibus libi tenementi eorumdem teñ modo petit' cum pertin' exiſten') per quod quidem breve eadem Dna Regina eidem tunc Vic' Ceſtr' precepit quod idem Vic' preciperet prefat' Hugoni Cholmondeley Mil' Galfrido Shakerley & Ricardo Brereton qd & juſte ſine dilone redderent prefat' Rogero Brome Edwardo Hey & Johanni Jackſon pred' teñ cum pertin' unde p̃d tent' modo petit' ſunt & adtunc fuer' parcell' que iidem Rogerus Edwardus & Johannes adtunc clamabant eſſe jus & hereditatem ſuam Et in que iidem Hugo Galfridus & Ricardus Brereton tunc non huer' ingrũ niſi poſt diſſeiam quam Henricus Hunt inde injuſte & ſine Judicio fec' prefat' Rogero Brome Edwardo Hey & Johanni Jackſon infra triginta annos jam ultimos elapſos ut dixerunt Et unde tunc querebantur quod p̃dicti Hugo Cholmondeley Mil' Galfridus & Ricardus Brereton eos injuſte deforc' Et niſi fec' Et predicti Rogerꝰ Edwardus & Johannes Jackſon feciſſent ipſum tunc Vic' ſecur' de clam' ſuo proſ' tunc idem Vic' ſum' per bon' ſum' p̃dictos Hugonem Galfridum & Ricardum Brereton quod eſſent coram tunc Juſtic' dicte Dne Regine Ceſtr' apud Ceſtr' primo die tunc px' Seſſionis Com' Ceſtr' apud Ceſtr' extunc tenend' oſtenſ' quare non fecer' Et quod idem tunc Vic' heret tunc ibm' ſum' nomina pleg' & breve predictum.

Le Retorne de ceo.

Ad quam quidem prox' Seſſion' Com' pred' tent' apud Ceſtr' pred' in cõmuni Aula placitorum ibm' die Lune videlt xxj de Aprilis anno regni dicte Dne Regine nunc quarto decimo ſupradicto coram Johanne Throckmorton Mil' adtunc Juſtic' Ceſtr' dicte Dne Regine nunc' ven' tam p̃dicti Rogerus Brome Edwardus Hey & Johannes Jackſon per Johannem Baneſter Attorn' ſuũ quam predicti Hugo Cholmondeley Mil' Galfridus & Ricardus Brereton in ꝓpriis perſonis ſuis Et Thomas Stanley Armig' tunc Vic' p̄dicti Com̃ Ceſtr̃ retorñ breve predictum ſibi in forma predicta direct̃ in omnibus ſervit̃ & execut̃ videlt quod pred' Roger⁹ Brome Edward⁹ Hey & Johannes Jackſon inveniſſent eidem tunc̃ Vic' pleg' de proſ̃ breve pred̃ ſcilt Henricũ Hert & Petr̃ Pert Et qđ predicti Hugo Cholmondeley Mil' Galfrid⁹ & Ricard⁹ Brereton ſum̃ fuer̃ ꝑ Johannem Doe & Ricardũ Roe

Le Count en le Common Recovery.

Et ſuper hoc p̄d Roger⁹ Brome Edward⁹ Hey & Johannes Jackſon per Attornat' ſuũ p̄d narrando verſus p̄fat̃ Hugonem Cholmondeley Mil' Galfridũ & Ricardũ Brereton p̄dicta ten̄t cum pertiñ unde &c. ut jus & hereditatem ſuam Et in que ijdem Hugo Galfrid⁹ & Ricard⁹ Brereton tunc non h̃uer̃ ingrũ niſi poſt diſſeiam quam Henricus Hunt inde injuſte & ſine Judicio fec' p̄fat' Rogero Brome Edwardo Hey & Johanni Jackſon infra trigint' annos jam ultimos elapſ̃ &c. Et unde tunc dixerunt qđ ipſimet fuer̃ ſeiſit̃ de p̄dcis' teñtis cũ ꝑtiñ unde &c. in Diñco ſuo ut de feodo & jure tempore pacis tempore Dnẽ Regine nunc capienđ inde expleſ̃ ad valenc' &c. Et in que &c. Et unde tunc ꝓduxer̃ ſect̃ &c.

Les Tenants appear & vouch *Chr. Holford*, qe appiert. Count vers luy.

Et predicti Hugo Cholmondeley Mil' Galfrid⁊ & Ricardus Brereton adtunc ibm̃ in eadem Cur̃ in ꝓpriis perſonis ſuis defenđ jus ſuũ quando &c. Et tunc vocaver̃ inde ad warr' Chriſtopherũ Holford Armig' qui adtunc p̄ſens fuit ibm̃ in eadem Cur̃ in propria ꝑſona ſua Et gratis p̄đ teñt cum ꝑtiñ unde &c. eis adtunc warr̃ &c. Et ſup hoc p̄dci Roger⁊ Brome Edward⁊ Hey & Johannes Jackſon adtunc petier̃ tenementa predca̅ cũ pertiñ unde &c. verſus ipm̃ Chriſtoferũ Holford tunc teneñ per warr' ſuam pređ tenementa cum ꝑtiñ unde &c. in forma p̄dicta &c. Et unde tunc dixerunt q̇d ipſimet fuer̃ ſeiſit̃ de p̄dictis teñtis cum ꝑtiñ unde &c. in Dominico ſuo ut de feodo & jure tempore pacis tempore Dnẽ Regine nunc capienđ inde expleſ̃ ad valenc' &c. Et in que &c. Et inde tunc ꝓduxer' ſect̃ &c. Et p̄dcus̃ Chriſtopher⁹ Holford tunc teneñ ꝑ warr' ſuam adtunc defenđ jus ſuũ quando &c.

Il vouch ouſter le Common Vouch.

Et tunc ulterius vocavit inde ad warr' Robertũ ap Edward qui tunc p̄ſens fuit ibm̃ in eadem Cur̃ in ꝓpria perſona ſua Et gratis p̄dicta tenementa cum ꝑtiñ unde &c. ei adtunc warr' &c. Et ſuper hoc predicti Roger⁹ Edward⁹ & Johannes Jackſon adtunc petier̃ verſus ipm̃ Robertũ ap Edward tunc teneñ tenementorꝫ predictorꝫ cum ꝑtiñ unde &c. ꝑ warr' ſuam p̄đ tenementa cũ ꝑtiñ unde &c. in forma p̄dicta &c.

Count vers luy.

Et unde tunc dixerunt q̃d ipſimet fuer̃ ſeiſit̃ de teñtis predictis cũ ꝑtiñ unde &c. in

Dominico ſuo ut de feodo & jure tempoꝛe pacis tempoꝛe Dn̄e Regine nunc capiend̄ inde expleš ad valenc' &c. Et in que &c. Et unde tunc p̄duxer̄ ſeck &c. Et p̄dcus Robtus ap Edward tunc tenen̄ ꝑ war' ſuam ad tunc defend̄ jus ſuū quando &c. Et tunc dixit q̄d p̄dcus Henricus Hunt non diſſeiſiv' p̄fat' Rogerū Edwardū & Johem Jackſon de teñtis p̄dictis cū ꝑtin̄ unde &c. ꝑut iidem Rogerus Edward⁹ & Johannes ꝑ bꝛeve & narraconem ſua p̄d ſuperius ſuppoſuer' Et de hoc tunc poſuit ſe ſuper pꝛiam &c. Et pꝛedicti Rogerus Bꝛome Edward⁹ Hey & Johannes Jackſon adtunc petier' licentiam inde interloquend̄ & hueř &c. Et poſtea iidem Roger' Edward' & Johannes reven̄ ibm̄ in dicta Cur' illa eadem Seſſione ꝑ Atturn̄ ſuū pꝛedictum & pꝛedictus Robert' ap Edward licet ſolempniter exact' tunc ibm̄ non reven̄ ſed in contempt' Cur' ill' receſſit & defalt' fecit ꝑ quod adtunc conš fuit ꝑ eandem Cur' q̄d p̄dicti Rogerus Bꝛome Edward' Hey & Johannes Jackſon recuperent ſeiſinam ſuam verſus pꝛefat' Hugonem Cholmondeley Mil' Galfridū & Ricardū Bꝛereton de teñtis p̄dictis cū ꝑtin̄ unde &c. Et q̄d iidem Hugo Galfrid' & Ricard' Bꝛereton haber' de terris pꝛedicti Chꝛiſtopheri Holfoꝛd ad valenc' &c. Et quod idem Chꝛiſtopher' ulterius heret de terris pꝛed̄ Roberti ap Edward ad valenc' &c. Et quod idem Robertus eſſet inde in mia &c. Super quo p̄d Roger' Bꝛome Edward' Hey & Johannes Jackſon adtunc petier' bꝛeve Dn̄e Regine de hēre faciend̄ eis plenar' ſeiſinam de pꝛedictis teñtis cū ꝑtin̄ unde &c. tunc Vic' pꝛedicti Com̄ Ceſtr' dirigen̄ & eis tunc conceſſum fuit retoꝛnabile in eadem Cur' dicte Dn̄e Regine ibm̄ die veneris extunc px' futur' illa eadem Seſſione &c. ad quem diem coram p̄fat' Johanne Thꝛockmoꝛton Mil' tunc Juſtic' Dn̄e Regine Ceſtr' p̄d illa eadem Seſſione ven̄ p̄dicti Rogerus Bꝛome Edward' Hey & Johannes Jackſon ꝑ Atturn̄ ſuū p̄dictum & pꝛedictus Thomas Stanley adtunc Vic' Com̄ p̄dci tunc ibm̄ mandavit q̄d ipſe virtute bꝛevis illius ſibi direct' acceſſit ad pꝛed' Tenementa cū ꝑtin̄ unde &c. Et hēre fecit p̄fat' Rogero Bꝛome Edwardo Hey & Johanni Jackſon plenariam ſeiſinam de p̄dcis teñtis cū ꝑtin̄ unde &c. ꝑut ꝑ bꝛeve illud ſibi p̄ceptū fuit &c. ꝑut ꝑ recoꝛd' & pꝛoceſſū inde in curia Dn̄e Regine nunc ibm̄ reſiden̄ liquet manifeſte Que quidem recuperaco in foꝛma p̄d hit' & execut' fuit hit' ad opus & uſum pꝛedicti Chꝛiſtopheri Holfoꝛd & hered̄ ſuoꝝ Quoꝝ p̄textu ac vigoꝛe Actus in Parliamento Dn̄i Henrici nuper Regis Anglie octavi apud Weſtm̄ in Com̄ Midd̄ quarto die Februarij anno regni ſui viceſimo ſeptimo de uſibus in poſſeſſionem transferend̄

Judgment en le Common Recovery.

Brief de *ſeiſin* prie & agard.

Le Retorne de ceo.

Le Recovery fuit al uſe del dit *Chriſt. Holford* & ſes Heirs.

Chriſt. Holford mor' ſeiſie.

Deſcent al mary la feme del dit Sir *Hugh Cholm'* come file & Heir de dit *Chriſt.* Per que le Bar' & feme fuer' ſeiſie en droit del feme & ils demiſe al Def. pur vie.

Colour done al Demandant.

rend̄ edit̄ & proviſ̄ p̄dcus̄ Chriſtopherus Holford fuit ſeiſ̄ de predictis teñtis modo petit̄ cū pertiñ in Dominico ſuo ut de feodo & ſic inde ſeiſ̄ exiſteñ idem Chriſtopherꝫ Holford apud Holford pred̄ de tali ſtatu ſuo de & in p̄dictis teñtis modo petit̄ cū ꝑtiñ obiit ꝓteſtando inde ſeiſitus Poſt cujus mortem predicta tent̄a modo petit̄ cū ꝑtin' diſcend̄ cuidam Marie adtunc uxori predicti Hugonis Cholmondeley Armig' ut filie & hered̄ p̄dcī Chriſtopheri ꝑ quod ijdem Hugo & Maria ut in jure ipſius Marie in predicta tent̄a modo petit̄ cum pertin' intravet̄ & fuer̄ inde ſeiſiti in Dominico ſuo ut de feodo ut in jure ipſius Marie & p̄dcī Hugo & Maria ſic de teñtis p̄dictis modo petit̄ ſeiſ̄ exiſten' ante impetrac̄onem predici brevis originalis p̄d Georgij ſcilt primo die Aprilis anno regni dicte Dnē Regine nunc viceſimo ſecundo apud Plumleigh p̄d dimiſer̄ Tenementa p̄dicta cum pertin' modo petit̄ p̄dicto Rogero Brome hend̄ eidem Rogero Brome ꝓ Termino vite ejuſdem Rogeri virtute cujus p̄dcus̄ Rogerus in Tenementa p̄dicta cum pertin' modo petit̄ intravit & fuit inde ſeiſ̄ in Dominico ſuo ut de libo tenemento pro Termino vite ſue Et predcus̄ Georgius Holford clamand' Tenementa predicta cū pertin' colore cujuſdam carte dimiſſ' ſibi inde fact̄ pro Termino vite ſue ꝑ pred' Hugonem Cholmondeley ubi nihil tenementorꝫ illor̄ cum pertin' in poſſeſſ' ipſius Georgij ꝑ cartam illam unquam tranſivit in eadem Tenementa cum pertin' intravit ſuper cujus quidem Georgij Holford poſſeſſ' inde idem Rogerus poſtea in Tenementa illa reintravit prout &c. Et hoc &c. unde &c.

Replic'. Que devant le dit Recovery *Tho. Holford* & *Jane* ſa feme & le dit *Chriſt.* fuer' ſeiſie en fee, & levy Fine, &c.

Et p̄d' Georgius dic̄ q̄d ip̄e ꝑ aliqua in barra p̄dcā ſuperius allegat̄ ab acc̄one ſua pred' habend' precludi non debet Quia dic̄ q̄d diu ante p̄dcm̄ recuperare ſup p̄d' Brē de ingreſſ' ſup diſſeiam̄ in le Poſt ꝑ p̄fat̄ Rogerū Brome Edwardum Hey & Johem Jackſon verſus predc̄os Hugonem Cholmondeley Mil' Galfridū Shakerley & Ric̄um Brereton de manerio & teñtis p̄dcis cum ꝑtin' in barra predcī Rogeri ſuperius ſpec̄ in predcā Cur̄ dcē Dnē Regine Ceſtr̄ in forma p̄dcā proſecut̄ & habit̄ quidam Thomas Holford Ar̄ & Jana ux' ejus ac pred' Chriſtoferus Holford fuer̄ ſeiſit̄ de manerio & teñtis p̄dcis cum ꝑtinū unde tentā p̄dcā modo petit̄ cum ꝑtin' ſunt & a tempore cujus contrarij memoria hominū non exiſtit fuer̄ parcell' in dñico ſuo ut de feodo Et ſic inde ſeiſit̄ exiſteñ quidam finis levabit in p̄dcā Cur̄ dcē Dnē Regine nunc hic ſcilt apud Ceſtr̄ pred in p̄dc̄o Com̄ Ceſtr̄ die Lune videl't viceſimo ſeptimo die Auguſti anno regni ejuſdem Dnē Regine nunc ſeptimo coram Johe Throgmorton Ar̄ adtunc Juſtic̄ ipſius Dnē Regine nunc Ceſtr̄

Ceſſ̄ pred & alijs dcẽ Dnẽ Regine fidelibꝰ tunc ibidem preſentibꝰ inter quoſdam Johem Warren & Thomam Stanley Armigeros Quer̄ & prefat̄ Thomam Holford Janam uxorem ejus & Chriſtopherũ Holford filiũ & hered apparen' predcĩ Thome deforc' de teñtis predcis̄ cum pertiñ modo petit̄ inter alia per nomina manerij de Holford cum pertin' ac de ducentis meſſuagijs quadragint̄ cotag' vigint' toft' quinqꝫ molend' aquaticis uno molend ventritico uno molend fullonico duobꝰ columbar̄ ducent̄ gardinis ducent̄ & quadragint̄ pomarijs quatuor ſalinis duobꝰ millibꝰ acr̄ terre quingent̄ acr̄ prati tribꝰ millibꝰ acr̄ paſture ducent̄ acr' boſci ſexagint̄ acr̄ jampñ & bruer̄ mille acr̄ more mille acr̄ turbarie centum acr̄ mariſci quadragint̄ acr' terr' aqua coopert' & quatuor librat̄ reddit' cum pertin' in Holford Netherpever Loſtock Lache Lache Denys Stublache Berton Overknottesford Bulkeley Bunbury Oteworth Torpurley Shocklache Ovyatt & Ryddingdon unde plitum conven' ſum fuit in eadem Cur̄ dcẽ Dnẽ Regine nunc ſcilt q̄d pred Thomas Holford Jana & Chriſtopherus recogñ manerium & teñta p̄d cum pertin' inter alia eſſe jus ipſius Johis Warren ut illa que ijdem Johes & Thomas Stanley habuiſſent de dono p̄dcoꝝ Thome Holford Jane & Chriſtoferi Et illa remiſer' & quiet̄ clam de ſe & hered ſuis p̄fat̄ Johi & Thome Stanley & hered ipſius Johis imperpetuũ Et preterea ijdem Thomas Holford & Chriſtopherus conceſſer' ꝓ ſe & hered ipſius Thome q̄d ipſi warr' manerium & teñta p̄d' cum pertin' p̄fat̄ Johi Warren & Thome Stanley & hered ipſius Johis Warren contra omnes homines imperpetuũ ꝑut per finem illum in Cur' dcẽ Dnẽ Regine nunc hic de Record rem plenius liquet Qui quidem finis in forma p̄d levat̄ de teñtis p̄dictis modo petit̄ cum pertin' inter alia hit̄ & levat̄ fuit ad uſus ſubſequent' videlt ad uſũ p̄fat̄ Thome Holford ꝓ Termino vite abſque impeticõne vaſti & poſt deceſſũ ipſius Thome Holford ad uſũ p̄fat̄ Chriſtopheri Holford & hered maſculoꝝ de corpore ipſius Chriſtopheri Holford liſtime procreat & procreand Et pro defectu talis exitus ad uſũ ejuſdem Georgij & hered maſculoꝝ de corpore ipſius Georgij liſtime ꝓcreat̄ & procreand & pro defecũ talis exitus ad uſũ primi filij de corpore p̄fat̄ Thome Holford tunc impoſterũ legitime ꝓcreand ac hered maſcul' de corpore talis primi filij legitime ꝓcreat' & ꝓcreand & ꝑ defecũ talis exitus ad uſũ ſecundi filij de corpore p̄fat̄ Thome Holford tunc impoſterũ legitime ꝓcreand & hered maſculoꝝ de corpore talis ſecundi filij legitime ꝓcreat̄ & ꝓcreand & ꝑ defectu talis exitus ad uſum tertij filij de corpore p̄fat̄ Thome Holford tunc impoſterũ legitime ꝓcreand & hered

Al uſe de dit *Tho. Holford* pur vie, Rem' al dit *Chriſt.* en tail-male Rem' al Demandant en tail male, Rem' al primer, &c. fits del dit *Tho. Holford* en tail-male. Rem' en fee al dit *Chriſt.*

heređ maſculoꝝ de coꝛpoꝛe talis tertij filij legitime ꝓcreat̃ & ꝓcreanđ & ꝓ defcũ talis exitus tunc ad uſum rectoꝛum heređ p̄dci Chꝛiſtopheri imppetum Virtute cujus quidem finis & uſus p̄d ac vigoꝛe pꝛedicti Statuti in pꝛedicto Parliamento Dn̄i Henrici nuper Regis Anglie Octavi apud Weſtm̄ p̄d pꝛedicto quarto die Febꝛuarij anno regni ſui viceſimo ſeptimo ſupꝛadicto de uſibus in poſſeſs' transferenđ tent' edit̃ p̄dictus Thomas Holfoꝛd fuit ſeit' de teñtis p̄dictis modo petit' cum pertin' inter alia in Dominico ſuo ut de libo tenemento ꝓ termino vite ſue remanere inde poſt moꝛtem ipſius Thome p̄fat̃ Chꝛiſtophero Holfoꝛd & heređ maſculis de coꝛpoꝛe ipſius Chꝛiſtopheri legitime pꝛocreat̃ & pꝛo defcū talis exitus remanere inde pꝛefat̃ Geoꝛgio & heređ maſculis de coꝛpoꝛe ſuo legitime pꝛocreat̃ & ꝓ defcũ talis exitus remanere inde ulterius in foꝛma pꝛedicta ſpectan̄ p̄dictoq; Thoma Holfoꝛd de teñtis p̄dictis cum pertin' modo petit̃ inter alia in foꝛma p̄dicta ſeit' exiſten' idem Thomas Holfoꝛd poſtea apud Holfoꝛd p̄d obiit de tali ſtatu ſuo inde ſeit̃ poſt cujus moꝛtem pꝛedictus Chꝛiſtopherus in Tenementa p̄dca cum ꝑtin' modo petit̃ inter al' ut in remanere ſuo pꝛedicto inde intravit & fuit inde ſeiſit̃ in Dñico ſuo ut de feodo talliat̃ viz. ſibi & heređ maſculis de coꝛpoꝛe ſuo legitime pꝛocreat̃ remanere inde pꝛo defcũ talis exit̃ eidem Geoꝛgio & heređ maſculis de coꝛpoꝛe ſuo legitime exeunt̃ in foꝛma p̄dicta ſpectan̄ ipſoque Chꝛiſtophero Holfoꝛd de eiſdem teñtis modo petit' cũ ꝑtin' inter al' in foꝛma p̄dicta ſeit̃ exiſten' ac remanere inde eidem Geoꝛgio & heređ maſculis de coꝛpoꝛe ſuo legitime ꝓcreat̃ ſimilit̃ in foꝛma pꝛedicta ſpectañ idem Geoꝛgius poſtea & ante diem impetrac̃onis bꝛevis oꝛiginalis ipſius Geoꝛgij ſcilt octavo die Decembꝛis anno regni dicte Dn̄e Regine nunc quarto decimo apud Weſtm̄ in Com̄ Midđ per quandam Indenturam inter eundem Geoꝛgiũ ꝑ nomen Geoꝛgij Holfoꝛd de Newboꝛough in Com̄ Ceſtr̃ Generoſi ex una parte & quendm̄ Johannem Bꝛuen de Stablefoꝛth in eodem Com̄ Armig' ex altera parte factam cujus alteram partem ſigillo p̄dicti Johannis Bꝛuen ſignat' idem Geoꝛgius hic in curia pꝛofert cujus dat̃ eſt eiſdem die & anno ac in Cur̃ Cancellar̃ dicte Dn̄e Regine nunc eadem Cur' Cancellar' apud Weſtm̄ p̄d in p̄dicto Com̄ Midđ tunc exiſten' debit̃ modo adtunc de Recoꝛdo irrotulat' ſecundm̄ foꝛmam Statuti in humoi caſu edit̃ & ꝓvis' ꝓ ſumma viginti libꝛaꝝ Barganizavit & vendidit p̄fat̃ Johanni Bꝛuen Tenementa p̄dicta cum pertin' modo petit̃ inter alia necnon totũ ſtatũ jus titulũ uſum poſſeſſionem intereſſe terminum vite reverc̃onem remanere clam̄ & demanđ ſua quecunque de & in eiſdem

Tho. Holford moruſt. *Chriſt.* enter.

Le Demandant per Indent' enroll en Chanc. barg. & vende al *Jo. Bruen* pur le vie de dit *Chriſt Holford*, Rem' al Roigne *Eliz.* en fee.

eiſdem teñtis cum pertin' modo petit' inter alia hend' & tenend' Tenementa predicta modo petit' cum ꝑtin' inter alia necnon totu' ſtatu' jus titulu' uſu' poſſeſſionem intereſſe terminu' vite remanere revercōnem clam' & demand' quecunque ipſius Georgij in & ad Tenementa predicta cum ꝑtin' modo petit' inter alia prefat' Johanni Bruen & aſſignat' ſuis ꝓ & durante vita naturali predicti Chriſtopheri Holford & poſt deceſſu' ipius Chriſtopheri tunc dce Dne Regine nunc hered' & ſucceſs' ſuis Proviſ̄ tamen fuit per eandem Indenturam quod ſi idem Georgius in propria ꝑſona durant' vita ſua vel hered' ſive aſſign' ipſius Georgij vel aliquis eorum poſt deceſſū ipſius Georgij ad aliquod tempus extunc imposterū deliberaret & ſolveret delibarent & ſolverent aut offerret ſive offerrent ad ſolvend' ad vel in Eccl'ia Paroch de Dunſtan in le Weſt in Fleetſtreet infra Suburbia Civitatis London prefat' Johanni Bruen vel ad uſum dicte Dne Regine nunc hered' aut ſucceſſorum ſuoꝝ aut alicui eorum ſummam triginta ſolidorum legalis monete Anglie q̄d tunc & deinceps dicta conceſſio & omnes & queliƀt clauſ̄ articul' & ſenten' in eadem Indentura content' forent fruſtrat' vacua & nullius effectus Et quod tunc Tenementa predicta cum pertin' modo petit' inter alia venirent & eſſent eidem Georgio hered' & aſſign' ſuis quaſi predicta Indentura barganie & vendicōnis de teñtis p̄dictis cū ꝑtin' modo petit' inter alia hit' ſeu fact' non fuiſſet ꝓut ꝑ eandem Indenturam plenius apparet quoꝝ quidem barganie vendicōnis & irrotulamenti p̄d ac vigore p̄dci actus in Parliamento predci Dni Henrici nuper Regis Anglie octavi apud Weſtm̄ pred' predicto quarto die Februar' anno regni ſui viceſimo ſeptimo ſupradicto de uſibus in poſſeſs' transferend' tent' edit' predictus Johannes Bruen fuit ſeit' de predicto remanere predicti Georgij de & in teñtis predictis cum pertin' modo petit' inter alia ut de libo Tenemento ꝓ Termino vite dicti Chriſtopheri remanere inde poſt deceſſū ipſius Chriſtopheri dicte Dne Regine nunc hered' & ſucceſſoribus ſuis in forma & ſub condicōne p̄d ipſoq; Johanne Bruen ſic inde ſeit' exiſten' ac remanere inde p̄fat' Dne Regine hered' & ſucceſſoribus ſuis in forma p̄dicta ſpectañ predcum' Recuperare ſuper p̄d breve dicte Domine Regine de ingrū ſuper diſſeiſinam in le poſt per Rogerū Brome Edwardum Hey & Johannem Jackſon verſus prefat' Hugonem Cholmondeley Mil' Galfridum Shakerley & Ricardum Brereton de teñtis predictis cum ꝑtin' modo petit' inter alia in predicta Cur' dicte Dne Regine nunc Ceſtr' apud Ceſtr' ꝓſecut' & hit' fuit modo & forma ꝓut predictus Georgius Holford in barra ſua predicta ſuperius allegavit Poſteaq; ante diem

Proviſo a determiner le dit Bargain & Sale ſur payment de 30 s. &c.

Per que *Jo: Bruen* fuit ſeiſie del Remainder, &c.

Et iſſint ſeiſie, &c. le dit Recovery fuit ewe.

diem impetrac̄onis brevis originalis ipſius Georgij ſcilt viceſimo ſeptimo die Februarij anno regni dicte Dn̄e Regine nunc decimo nono p̄dictus Chriſtopherus Holford apud Holford p̄d obiit ſine hered̄ maſculo de corpore ſuo liſtime procreat̄ Poſt cujus mortem dicta Dn̄a Regina nunc pretextu p̄miſſorum fuit ſeiſ̄ de ten̄tis predictis cum pertin' modo petit̄ inter alia in Dominico ſuo ut de feodo ut in jure corone ſue Anglie ipſaq; Dn̄a Regina ſic de ten̄tis predictis cum pertin' modo petit̄ inter alia ſeiſ̄ exiſten' predictus Georgius Holford poſtea ſcilt ſeptimo die Januarij anno regni dicte Dn̄e Regine nunc viceſimo tertio ſupradicto in p̄dicta Eccl̄ia Paroch Sancti Dunſtani in le Weſt in Fleetſtreet in Suburbiis Civitatis London deliberavit & ſolvit p̄fat̄ Johanni Bruen p̄dictos triginta ſolid̄ in plenam pformac̄onem & complementum condic̄onis & proviſionis pred̄ in Indentur̄ p̄d inter ipm̄ Georgium & p̄fat̄ Johannem Bruen fact̄ content̄ ſecundum form̄ & effcū ejuſdem condic̄onis Poſteaq; p quandam Inquiſic̄onem capt̄ apud Guildhall' Civit̄ London p̄d ſituat in Paroch Sc̄i Laurentij in vet̄ Judaiſmo in Warda de Chepe ejuſdem Civitatis decimo nono die Maij anno regni dicte Dn̄e Regine nunc viceſimo tertio ſupradicto coram Thoma Myldmay Mil̄ Willielmo Daniell Thoma Owen Armig' & Thoma Alderſey Commiſſionat̄ dc̄e Dn̄e Regine virtute cujuſdem Commiſſionis ejuſdem Dn̄e Regine eiſdem tribus vel duobus eorum direct̄ p ſacrū Petri Sockley &c. proborū & legaliū homin̄ Civit̄ predicte compertū fuit quod p̄dictus Georgius Holford in ppria pſona ſua predicto viceſimo ſeptimo die Januarij anno viceſimo tertio ſupradicto in p̄dicta Eccl̄ia Paroch Sc̄i Dunſtani in le Weſt in Fleetſtreet in Suburbiis London deliberavit & ſolvit p̄fat̄ Johanni Bruen p̄dictos triginta ſolid̄ in plenam pformac̄onem & complementum condic̄onis in p̄dicta Indentura inter ipſum Georgium & prefat̄ Johannem Bruen fact̄ content̄ ſecundum formam & effcū condic̄onis p̄d put p Inquiſic̄onem p̄d p eoſdem Commiſſionat̄ in Cur̄ Cancellar̄ pred̄ retorn' & in filiaciis ejuſdem Cancellar' apud Weſtm̄ p̄d de recordo reſiden̄ plenius liquet & apparet Sup quo poſtea ſcilt viceſimo nono, die Maij anno regni dc̄e Dn̄e Regine nunc viceſimo tertio ſupradicto coram dc̄a Dn̄a Regina in Cancellar' ſua p̄dicta apud Weſtm̄ p̄d tunc exiſten' ven' p̄dictus Georgius Holford p Nicholum Metcalf tunc Attorn' ſuū & querebatur Tenementa predicta cum pertin̄ modo petit̄ inter alia in manibus dicte Dn̄e Regine remanſ̄ fuiſſe ipſumq; Georgium Holford a poſſeſſione ſua inde extratent̄ fuiſſe & hoc minus juſte Et pro monſtrac̄one juris

&

Le dit *Chr. Holford* mor' ſans iſſue Male. Per que la Roigne fuit ſeiſie en fee. Le Demandant pay les 30 s. accordant al Cond'.

Inquiſition trovant le dit payment.

Sur que le Demandant vient en Chancery & monſtre ſon droit, come devant.

& titul' ſui in eadem parte idem Georgius tunc dixit q̄d adtunc conſtabat ꝑ inſpectionem rotulorum clauſ̄ Cur' Cancellar' dcē Dnē Regine nunc de anno regni ſui quarto decimo quod idem Georgius Holford p̄d quinto decimo die Decembris anno regni dcē Dnē Regine nunc quarto decimo ſupradicto apud Weſtm p̄d per p̄dcam Indenturam inter eundem Georgium ex una parte & p̄fat' Johannem Bruen ex altera parte fact' ac in eadem Curia Cancellarie apud Weſtmonaſterium predict' tunc exiſten debito modo adtunc de recordo irrotulat' ſecundum formam Statuti in humoi caſu edit' & ꝓviſ̄ ꝓ ſumma viginti libraꝝ dedit conceſſit barganizavit & vendidit p̄fat' Johi Bruen ten̄ta p̄dca cum ꝑtin modo petit' inter alia per nomina totius manerij ſui de Holford cum ꝑtin ſcituat' jacen & exiſten infra dicm Com Ceſtr' ac omniu terraꝝ tenementoꝝ reddit' revercon remanere ſervicioꝝ & hereditamentorum quorumcunqꝫ cum pertin & cujuſlibet partis & parcell' eorundem in Bulkeley Oteworth Bunbury Torpurley Netherpever Ryddington Shocklache Ovyatt Plumley Plumley in Holford Loſtock Loſtock Gralam Northwiche Lache Stubbe Lache Lache Dennys Berton & Knottesford Boothes Iſcord TybroughconHanmerPenleyHalghton Beltesfield & Branyngton ac in omnib⁹ & ſingulis eoꝝ ſcituat' jacen & exiſten infra ſeperales Com Ceſtr' & Flint ſive in eoꝝ altero aut aliquo eorū acetiam omniu aliarum terrarum tenementorum reddit' revercon remaner' ſervic' & hereditament' quorumcunqꝫ cum omnibus & ſingulis eorum pertin infra ſeperales Com Ceſtr' Flint' & Salop ſeu in altero ſeu in alio aut aliquo eorum necnon totum jus ſtatum titulum uſum poſſeſſionem intereſſe & terminum vit' revercōnem remaner' clam & demand̄ quecunqꝫ in & ad p̄miſſ' & quamlibet partem & parcell' eorundem Except' omnib⁹ talib⁹ terr' & ten̄tis in Loſtock & Plumleigh infra dcm Com Ceſtr' annui valoris ſex libr' treſdecim ſolid̄ & quatuor denar' ac appunctuat' p̄fat' Georgio Holford ꝓ termino vite ſue cum remaner' ultra habend̄ & tenend̄ dcm maneriu de Holford cum ꝑtin & quamlibet partem & parcellam ejuſdem ac omnes & ſingulas p̄d terr' ten̄ta reddit' revercōnes remaner' ſervicia & hereditamenta ac omnia cetera p̄miſſa cum ꝑtin quibuſcunqꝫ ꝑ indentur' p̄dcam dat' conceſſ' barganizat' & vendit' & quamlibet partem & parcellam inde (except' p̄ercept') p̄fat' Johi Bruen & aſſign ſuis ꝓ & durant' naturali vita Chriſtopheri Holford fratris p̄dci Georgij Holford Et poſt deceſſu ejuſdem Chriſtopheri Holford tunc dcē Dnē Regine nunc hered̄ & ſucceſſorib⁹ ſuis Et p̄d Georgius tunc ꝓ & in conſideracōne p̄d pecunie-ſumma quam ꝓ bona affeccōne zelo & voluntate que gere-

Le dit Indenture enter le Demandant & le dit *Jo. Bruen* monſtre a large.

bat V̾ſus p̃fat Johem Bꝛuen exiſten fratrem ſuū in lege conveniſſet & conceſſiſſet ꝑ ſe & heređ ſuis ad & cum pꝛedc̄o Johe Bꝛuen heređ execut & aſſignat ſuis q̃d ipe p̃fat Geoꝛgius Holfoꝛd heređ & aſſign ſui ac omnes & ſinguli alia perſona & perſone & ejus & eoꝛum heređ habent & claman aliquod ſtatum poſſeſſionem jus titulum ſive intereſſe in & ad p̃miſſa ſive aliquam partem vel parcellam eoꝛundem extunc deinceps ſtarent & eſſent ſeiſit inde ad uſum ejuſdem Johis Bꝛuen & aſſign ſuoꝛum ꝑ & durante naturali vita ejuſdem Chꝛiſtopheri Holfoꝛd Et poſt deceſſum dci Chꝛiſtopheri Holfoꝛd tunc ad uſum dce Dne Regine nunc heređ & ſucceſſoꝛum ſuoꝛum Pꝛoviſo tamen fuit per eandem indenturam q̃d ſi idem Geoꝛgius in pꝛopꝛia perſona ſua durante vita ſua vel heređ ſive aſſign ipſius Geoꝛgil vel aliquis eoꝛum poſt deceſſum ipſius Geoꝛgij ad aliquod tempus extunc impoſterum deliberaret & ſolveret deliberarent & ſolverent aut offerret ſive offerrent ad ſolvend ad vel in p̃dca Eccleſia parochiali Sci Dunſtani in le Weſt in Fleetſtreet infra Suburbia Civitatis London p̃d p̃fato Johi Bꝛuen vel ad uſum dc̄e Dñe Regine nunc heređ & ſucceſſoꝛum ſuoꝛum aut alicui eoꝛum p̃dcam ſum̃am triginta ſolid legalis monete Anglie q̃d tunc & deinceps dca conceſſio & dimiſſ & quelibet clauſa articuli & ſentencia in eadem Indentura content foꝛent fruſtrat & vacua & nullius effectus Et q̃d tunc p̃d maneriū de Holfoꝛd ac omnia p̃d terr' teñta & hereditamenta quecunque (except p̃ercept) venirent & eſſent eidem Geoꝛgio hered' & aſſign ſuis quaſi p̃dca indentura barganie & vendic̄onis de pꝛemiſſ' habit ſeu fact non fuiſſet pꝛout ꝑ eandem indenturam plenius apparet Quoꝛum quidem barganie & vendic̄onis & irrotulament' p̃dc̄oꝛum p̃textu ac vigoꝛe p̃dci Actus in p̃dc̄o Parliamento p̃d' Dni Henrici nuꝑ Regis Anglie octavi apud Weſtm p̃d' p̃dc̄o quarto die Febr̄ anno regni ſui viceſimo ſeptimo ſup̃dicto de uſibꝰ in poſſeſſ' transferend' tent edit p̃dcus Johes Bꝛuen fuit ſeiſitus de p̃dc̄o remanere p̃dci Geoꝛgij de & in manerio p̃dc̄o & terr' & teñtis p̃d' cum pertin' (except p̃ercept) ut de libero teñto videl't pꝛo termino vite p̃dci Chꝛiſtopheri remanere inde poſt deceſſum ipſius Chꝛiſtopheri p̃dce Dne Regine nunc hered' & ſucceſſoꝛibꝰ ſuis in foꝛma & ſub conditione pꝛedciſ ſpectan ipſoque Johe Bꝛuen ſic inde ſeiſit exiſten ac remanere inde pꝛefat Dne Regine hered' & ſucceſſoꝛibꝰ ſuis in foꝛma pꝛedca ſpectan pꝛedcus Chꝛiſtopherus Holfoꝛd apud Holfoꝛd pꝛed' obijt ſine hered' maſculo de coꝛpoꝛe ſuo legittime ꝓcreat poſt cujus moꝛtem virtute indenture pꝛed' ſic ut pꝛefertur irrotulat eadem Dna Regina nunc fuit ſeiſit de pꝛed' manerio de Holfoꝛd ac de omnibꝰ & ſingulis terr' & teñtis pꝛed' cum ꝑtin' (except' p̃except') in dñico ſuo ut de feodo & jure in jure corone ſue Anglie videl't ſibi hered' & ſucceſſoribus ſuis ſub condic̄one & ꝓviſ̃ p̄d Ipſaq; Dn̄a Regina ſic ſeiſita exiſten' comptum fuit ꝑ quandam inquiſic̄onem indentat̃ capt̃ apud pred' Guildhall Civitatis London' ſcituat̃ in parochia Sc̄i Laurentij in Veteri Judaiſmo in warda de Cheap ejuſdem Civitatis predc̄o decimo nono die Maij anno regni dicte Dn̄e Regine nunc viceſimo tertio ſupradicto coram prefat̃ Thoma Mildmay Will'o Danyel Thoma Owen & Thoma Alderſey Comiſſion' ejuſdem Dn̄e Regine nunc virtute pred' Comiſſionis ipſius Dn̄e Regine eiſdem tribꝰ vel duobꝰ illorū direct̃ ꝑ ſacrm̄ pred' Petri Locker Joh̄is Johnſon Rad̄ Allynſon Will'i Crowche &c. ꝓborū & legaliū hominū Civitatis pred' q̄d pred' Georgius Holford in dc̄a Comiſſione nominatus in ꝓpria perſona ſua predc̄o viceſimo ſeptimo die Januarij anno regni dicte Dn̄e Regine nunc viceſimo tertio ſupradicto in predc̄a Eccl'ia parochiali Sc̄i Dunſtani in le Weſt in Fleetſtreet in Suburbijs Civitatis pred' deliberaſſet & ſolviſſet prefat̃ Joh̄i Bruen pred' triginta ſolid' bone & legalis monete Anglie in plenam performac̄onem & complementū condic̄onis in predc̄a indentura content̃ inter ip̄m Georgiū & prefat̃ Joh̄em Bruen fact̃ ac in dc̄a Comiſſione ſpecificat̃ juxta formā & effectū ejuſdem condic̄onis ſicut per inquiſic̄onem predc̄am in dc̄is filacijs Cancellar̃ ejuſdem Dn̄e Regine nunc de recordo etiam reſiden' plenius liquebat & apparebat unde non intendebat q̄d dc̄a Dn̄a Regina tunc ip̄m in premiſſis ulterius impetere ſeu ac̄c̄onare voluerit & tunc petijt judiciū & q̄d manus dicte Dn̄e Regine nunc a poſſeſſione predc̄i manerij de Holford cum ꝑtin' ac in omnibꝰ predc̄is terris ten̄tis reddit̃ reverc̄onibꝰ remaner' ſervic' & hereditament̃ quibuſcunq; cum pertin' in Bulkeley Oteworth Bunbury Torpurley Netherpever Riddington Shocklache Ovyatt Plumley Plumley cum Holford Loſtock Loſtock Gralam Northwyche Lache Stubbe-Lache Lache-Dennys Berton & Knottsford-boothe Iſcoyd Tybroughton Hanmer Penley Halghton Betteſfield & Branyngton ac ab omnibꝰ & ſingulis partibꝰ & parcell̃ eorundem infra ſeperales Com̄ Ceſtr' & Flint ſive in eorum altero aut aliquo eorum cum pertin' eidm̄ Dn̄e Regine nunc ꝑ Indentur' pred' limitat̃ amoverentur Et q̄d idem Georgius Holford ad poſſeſſionem inde reſtituatur Et Gilbertus Gerrard Mil' tunc Attorn' Dn̄e Regine nunc generalis qui ꝓ eadem Dn̄a Regina nunc in ea parte tunc ſequebatur dixit q̄d ex quo ſibi ſufficien' conſtabat tam per Inquiſ̃ pred' in monſtrac̄one juris pred' ſpec' quinetiam per relac̄onem & teſtimonium diverſorū hominū fide dignorū ſoluc̄onis pred' triginta ſolid' q̄d

Le Inquiſition avantdit.

Prier que les mains del Roigne ſoient amove

Le Attorn' Gen. confeſs le Matter avantdit.

predict' Georgius Holford in propria perſona ſua predicto viceſimo ſeptimo die Januarij tunc ult' preterit' in predicta Eccleſia Sci' Dunſtani in le Weſt deliberavit & ſolvit prefat' Johanni Bruen triginta ſolidos bone & legalis monete Anglie in plenam performac̄onem & complementum condic̄onis in predca' indentura content' juxta formam & effectum ejusdem conditionis modo & forma prout in inquiſic̄one & placito predict' ſpecificatur & declaratur Ideo idem Attorn' dicte Dñe Regine nunc adtunc non dedixit quin fatebatur placitum predictum ſuperius per predictum Georgium Holford placitat' ac omnia & ſingula in inquiſic̄one predicta ſpecificat' ac in placito predicto content' fore vera modo & forma prout idem Georgius Holford ſuperius placitand' allegaviſſet per quod poſtea ſcil't ſexto die Junij anno regni dicte Domine Regine nunc viceſimo tertio ſupradicto conſiderat' decret' & adjudicat' fuit per Egregium virum Thomam Bromley Militem Cancellar' Anglie & per Cur' Cancellar' predict' quod manus dicte Domine Regine a poſſeſſione predicti manerij terrarum & tenementorum predictorum cum pertin' dicte Domine Regine per indenturam predcam' ut prefertur limitat' amoverentur Salvo jure cujuſlibet prout per recordum inde in filacijs Cancellar' predict' de recordo reſiden' plenius liquet Et idem Georgius ulterius dicit quod predicta tenementa cum pertin' modo petit' ſunt parcell' maneriorum terrarum & tenementorum per predictam indenturam ſuperius barganizat' & vendit' & a quorum poſſeſſione ut prefertur decret' & adjudicat' fuit quod manus dicte Domine Regine nunc amoverentur Super quo poſtea ſcil't quarto decimo die Julij anno viceſimo tertio ſupradicto eadem Domina Regina mandavit Camerar' Com' Palatini Ceſtr' vel ejus locum tenen' ibidem per breve ipſius Domine Regine ſub Sigillo Com' Palatini quod daret in mandatis Eſchaetori Com' Ceſtr' predict' quod a poſſeſſione tenementorum predictorum cum pertin' modo petit' manus dicte Domine Regine nunc amoveatur Ac ſe inde ulterius in aliquo nullatenus intromittet Salvo jure dicte Domine Regine & alterius cujuſcunque per quod Robertus Comes Leiceſtr' Camerar' ejuſdem Com' Palatini Ceſtr' quinto die Auguſti anno viceſimo tertio ſupradicto mandavit breve ipſius Domine Regine ſub Sigillo Com' Palatini predict' tunc Eſchaetor' Com' Palatini illius per quod quidem breve eadem Domina Regina eidem tunc Eſchaetori mandavit quod a poſſeſſione tenementorum predictorum cum pertin' inter alia manus dicte Domine Regine inde amoveri' ſe

Judgment *quod manus Dom' Regin' amoveantur*.

Brief al Chamberlain de *Cheſter* a commander le Eſcheator d'amover les mains del Roigne.
Le Brief al Eſcheator.

inde ulterius in aliquo non intromitteret Quod quidem breve idem Georgius Holford eodem quinto decimo die Auguſti anno viceſimo tertio ſupradicto apud Holford predict Johanni Nutthall Armigero tunc Eſcaetori dicte Domine Regine Com Palatini Ceſtr deliberavit in forma juris exequend' Dictuſque Johannes Nutthall virtute brevis illius ſibi direct manus dicte Domine Regine a poſſeſſione tenementorum predictorum cum pertin' modo petit inter alia amovebat & ab eodem decimo quinto die Auguſti nullatenus ſe inde intromiſit Poſt quem quidem decimum quintum diem Auguſti ſcil't ante diem impetrac̄onis brevis originalis predict ſcil't viceſimo ſexto die Auguſti anno viceſimo tertio ſupradicto predictus Georgius in tenementa predicta cum pertin' modo petit inter alia ut in remanere ſuo predicto inde intravit & fuit inde ſeiſitus in d̄nico ſuo ut de feodo talliat videl't ſibi & hered' maſculis de corpore ſuo legittime procreat Quouſque predictus Rogerus ipſum Georgium inde injuſte & ſine judicio diſſeiſivit ꝓut idem Georgius per breve & narr' ſua predict ſuperius ſuppon' Et hoc parat eſt verificare unde pet judicm & ſeiſinam tenementorum predictorum modo petit cum pertin' inter alia una cum dampnis &c. ſibi adjudicari &c.

Delivery del Brief al Eſcheator.

Et il per virtue de ceo amove les mains, &c.

Et apres ceo le Demandant enter come en ſon Rem'.

Et pred Rogerz Brome ꝑ Attorn ſuum p̄d dicit quod bene & verum eſt q̄d ante p̄d recuperac' de maner & ten̄tis p̄d cum pertin' in barra p̄d Rogeri ſuperius ſpecificat ꝑ p̄d breve Dn̄e Regine de ingreſſu ſuper diſſeiſinam in le poſt in forma p̄d habit p̄d Thomas Holford & Jana uxor ejus & Chriſtopherz Holford fuer ſeiſ de Maner & Ten̄tis p̄d cum pertin' unde &c. in Dominico ſuo ut de feodo ipſiſq; ſic ſeiſ exiſten' p̄d finis levavit in p̄d curia dicte Dn̄e Regine hic ſcil't apud Ceſtr p̄d p̄d die Lune xxvij die Auguſt' anno vij ſupradicto de Tenementis pred' cum pertin' modo petit inter alia modo & forma ꝓut p̄d Georgius ſuperius allegavit quodq; finis p̄d in forma p̄d levat fuit ad uſus in replicat' p̄d Georgij ſuperius ſpecificat virtute quorum quidem finis & uſus ac vigore p̄d actus de uſibus in poſſeſſion transferend p̄d Thomas Holford fuit ſeiſitus de Tenmentis p̄d modo petit cum pertin' in Dominico ſuo ut de libero Tenemento remanere inde in forma p̄d ſpectan idemq; Thomas Holford ſic inde ſeiſ exiſten de tali ſtatu ſuo inde obiit ſeiſ poſt cujus mortem p̄d Chriſtopherus in Tenementa pred cum pertin' ut in remanere ſuum pred intravit & fuit inde ſeiſ in Dominico ſuo ut de feodo talliat remanere inde prefat Georgio in forma pred ſpectan ꝓut pred'

Geor-

Rejoinder. Per que le Ten. confeſſe que devant le Recovery en le Barre, le fine en le Repl. fuit levy al dits Uſes.

Et que per virtue de ceo, *Tho. Holford* fuit ſeiſie, & mor' ſeiſie, & que le dit *Chriſt. Holford* enter & fuit ſeiſie en Ta. Rem' al Dem'.

Mes ouſter il dit que le Demandant devant le feſans del Indent' per luy al *Jo. Bruen*, per Indent', &c. bargaine & vende les Premiſſes al *Jo. Warren* pur le vie de dit *Chriſt Holford*, & apres al dit Roigne & ſes Heirs.

Jo. Warren ſeiſie, &c.

Le Roigne convey al dit *Chriſt. Holford* & ſes Heirs.

Georgius ſuperius allegavit ſed idem Roger' ulterius dicit q̄d pred Chriſtopherus de Tenementis pred modo petit' cum pertin' in forma pred' ſeiſ' exiſten' remanere inde prefat' Georgio in forma pred' ſpectan' idem Georgius ante confeccon' Indentur' pred' inter prefat' Georgium & pred' Johannem Bruen in forma pred fact' ſcilt xxiij die Januar' anno regni Dne Regine nunc duodecimo apud Weſtm pred in pred' Com Midd p quandam Indentur' factam inter eundem Georg' p nomen Georgij Holford de Newborough in Com Ceſtr' Gen & quendam Johannem Warren ex altera parte in Cur' Cancellar' dicte Dne Regine nunc apud Weſtm pred die anno xij ſupradicto debo modo de recordo irrotulat' ſecundum formam Statuti inde edit' & proviſ' p ſumma vigint' librar' dedit conceſſit barganizavit & vendidit prefat' Johanni Warren Tenementa pred' modo petit' cum pertin' inter alia nec non totum Stat' jus titul' uſum poſſeſſion' intereſſe Terminum vite revercon' remanere clam & demand ſua quecunq; de & in Tenementis pred cum pertin' modo petit' hend & tenend Tenementa pred' cum pertin' nec non totum pred' ſtatum jus titulum uſum poſſeſſion' intereſſe Terminum vite remanere reverſion' clam & demand quecunq; ipſius Georgij Holford in & ad Tenementa pred' cum pertin' prefat' Johanni Warren & Aſſign' ſuis p & durante tota vita natural' pd' Chriſtopheri Holford Et poſt deceſs' ipſius Chriſtopheri tunc dicte Dne Regine nunc hered & ſucceſſor' ſuis imperpetuum put per eandem Indentur' plenius apparet quorum quidem barganie vendicon' & irrotulament' pretextu ac vigore pred' actus de uſibus in poſſeſſion' transferend pred' Johannes Warren fuit ſeiſitus de predicto remanere Tenementor' pred' modo petit' cū pertin' p Termino vite pred' Chriſtopheri remanere inde poſt deceſſū ejuſdem Chriſtopheri prefat' Dne Regine nunc hered & ſucceſſor' ſuis in forma pred' ſpectan' ipſoq; Johanne Warren ſic inde ſeiſ' exiſten' remanere inde prefat' Dne Regine nunc in forma pred' ſpectan' eadem Dna Regina poſtea ſcilt xvj die Decembr' anno regni ſui xiv apud Weſtm pred' in Com Midd p lras ſuas Patentes magno ſigillo ſuo Angl' ſigillat' & hic in Cur' prolat' geren' dat' apud Weſtm pred' eiſdem die & anno de Gra ſua ſpiali ac ex certa Scientia & mero motu ſuo dedit & conceſſit prefat' Chriſtophero Holford p nomen dilect' & fidelis ſubditi ſui Chriſtopheri Holford de Holford in Com ſuo Ceſtr' Armig' tenta pred' modo petit' cū pertin' inter alia p nomina maner' de Holford cum pertin' ac omnium terrar' Tenementor' reddit' revercon' ſervicior' & hereditament'

ditament̃ quoꝝcunq; cum pertin' & cujuſlibt partis & parcell' inde in Bulkeley Oteworth Bunbury Torpurley Netherpever Ryddington Shocklach Oviet Plumley cum Liſcard Loſtock Gralam Northwich Lache Dennis Berton & Knottesford Iſcoyd Tybroughton Hanmer Bettsfield Penley Haighton & Bronington & in eorum qualibt ſituat̃ & exiſten in ſeperal' Com Ceſtr' & Flint vel in eoꝝ alꝗ ac etiam omnium al' terrar' tenementoꝝ revercon remaner' ſervic' advocacon Jur' pronatus Eccliar' & Cappellar' Feod' Mil' libertat' Franches Juriſdiccon Privileg' & ceter' hereditament̃ quoꝝcunque infra dict̃ ſeperal' Com Ceſtr' Flint & Salop vel in eoꝝ aliquo eidem Dne Regine per dictam Indentur̃ p̃d Georg' conceſs' ſeu aliquo modo aſſecurat̃ vel que eadem Dna Regina rone Barganie & vendicon p̃d ꝑ prefat' Georg' Holford fact̃ ut prefertur habuit ſeu ħere debuit cum ſuis Juribus Membris & pertinen ac totius Juris tituli intereſſe revercon remanere & demand ſua de & in p̃d terris teñtis hereditament' & ceteris premiſſis & de & in qualibt parte ſive parcell' inde dicte Dne Regine ut prefertur per p̃d Indentur' conceſſis Barganizat' vel aſſecuratis ħend gaudend tenend & occupand' p̃d Maner' de Holford cu' pertin' ac omnia & ſingula pred terras Tenementa hereditamenta & cetera p̃miſſa cum ſuis pertin p̃fat' Chriſtophero Holford hered & aſſign ſuis ad ſolum opus & uſum pred' Chriſtopheri hered & aſſign ſuoꝝ imperpetuum ꝓut ꝑ eaſdem lras patentes pleniꝰ apparet quar' quidem literar' Patent̃ pretextu p̃d Chriſtopherus fuit ſeiſ' de remanere p̃d tenementor' cum pertin modo petit̃ quod fuit ejuſdem Dne Regine ut de feodo & Jure idemque Chriſtopherus de Tenement' pred modo petit' cum pertin in Dominico ſuo ut de feodo talliat̃ ſic ut p̃fertur ſeiſ' exiſten remanere inde eidem Chriſtophero Holford & hered ſuis in forma p̃d ſpectan ante confeccon Inentur' p̃d inter p̃fat' Georgium & p̃fat' Johannem Bruen in forma p̃d fact̃ ſcilt p̃d xv die Decembris anno regni Dne Regine nunc xiv ſupradicto de eiſdem teñtis modo petit̃ cum pertin inter alia feoffavit p̃d Hugone Cholmondeley Mil' Galfrid Shakerley & Ricardum Brereton Armig' ħend eis & hered ſuis imperpetuum virtute cujus feoffamenti p̃d Hugo Cholmondeley Galfridus & Ricardus fuerunt ſeiſ' de Tenement' p̃d cum pertin in Dominico ſuo ut de feodo ipſiſq; ſic inde ſeiſ' exiſten p̃d recuperar' de Maner' & teñtis p̃d cum pertin unde &c. Ac ſeiſina ſuper inde habita fuer' ꝑ p̃fat' Rogerū Brome Edwardum Hay & Johannem Jackſon verſus p̃fat' Hugon Cholmondeley Galfrid Shackerley & Ricardum Brereton

Prout per les Letters Patents, &c. Per Virtue de queux le dit *Chriſt.* fuit ſeiſie &c. (*quod nota.*) Et il fiſt Feoffment al Sir *Hugh Cholmondeley*, &c. Et donc le dit Recovery fuit ewe, al uſe de dit *Chriſt.* en Fee.

reton ad opus & uſum p̃d Chriſtopheri Holford & hered̃ ſuor̃ modo & forma ꝑut idem Rogerus ſuperius allegavit quor̃ p̃textu ac vigore p̃dict̃ actus de uſibus in poſſeſſion transferend̃ in Parliament̃ dicti nuper Regis Henrici octavi quarto die Febr̃uar̃ anno viceſimo ſeptimo ſupradicto tent̃ edit̃ & ꝓvis p̃dictus Chriſtopherus Holford fuit ſeit̃ de teñtis p̃d cum pertin' in Dominico ſuo ut de feodo idemque Chriſtopherus ſic inde ſeit̃ exiſten' de tali ſtatu ſuo inde obiit ꝓteſtando ſeiſitus poſt cujus mortem eadem Tenementa modo petit̃ cum pertin' deſcend̃ eidem Marie ad tunc uxori p̃d Hugonis Cholmondeley ut filie & heredi p̃d Chriſtopheri ꝑ quod ijdem Hugo & Maria in eadem Tenementa cum pertin' intraver' & fuer̃ inde ſeit̃ in Dominico ſuo ut de feodo in Jure ipſius Marie & ſic inde ſeit̃ exiſten' dimiſer' Tenementa p̃d modo petit̃ cum pertin' p̃fat̃ Rogero Brome hend̃ ſibi & aſſign' ſuis ꝓ Termino vite ſue modo & forma ꝑut p̃d Rogerus in Barra ſua ſuperius placitando allegavit & hoc parat̃ eſt verificare unde petit̃ Judicium & quod pred' Georgius ab Ac̄cone ſua predict̃ hend' precludat̃.

Que *Chriſt.* mor' ſeiſie. Et les terrs deſcend al dit *Mary* la Feme de Sir *Hu. Cholm.* & ils demiſe pur vie al Tenant *prout* en le Barr.

Egerton.

Warburton

CEſt Precedent jeo ay hors d'un Manuſcript de Juſtice *Warburton*, & per le Record meſme appiert que ne fuit aſcun ouſter proceeding en ceo Caſe.

Nota, Per le ſeſans del fait de Bargaine & Sale enroll per le Demandant *George Holford* (que fuit Tenant en Tail Male en Remainder, apres un Eſtate en Tail Male limit al *Chriſtopher Holford*) al dit *Bruen* pur le Vie de *Chriſtopher*, ove Remainder en Fee al Roigne, le intent fuit a preventer le dit *Chriſtopher* a Barrer le Remainder de diſt *Geo. Holford*. Mes pur la Ley en tiel Caſe, *vide* 2 *Co.* 50. Sir *Hugh Cholmondeley*'s Caſe, que a ceſt Purpoſe eſt meſme en effect ove le Caſe icy, per que eſt reſolve que le Remainder al Roigne fuit void; mes ſi un Remainder en Tail ou en Fee expectant ſur un Eſtate Tail de done d'un ſubject ſoit bien limit al Roy, la un Recovery per le Tenant en Tail barrera l'Eſtate Tail; mes ne deſtroiera le Remainder en Fee al Roy. Iſſint ſi ſoit Tenant en Tail, Remainder en Tail al Roy, Remainder

en Fee al Eſtranger, un Recovery ſuffer per le primer Tenant en Tail barrera le Eſtate Tail & le Remainder en Fee, uncore l'Eſtate de Roy n'eſt per ceo touch, & iſſint eſt 2 *Rolls Abr.* 393 & 394. *Tit. Recovery. Lett.* A. *Nu.* 1, 2, 3. Et ceo poit eſtre collect per le diſt Caſe de Sir *Hugh Cholmeley*, coment que ceo point n'eſt directment reſolve en ceſt Caſe. Et pur ceo *vide* auxi *Hob.* 339. *Litt. Rep.* 12 3. *Mo.* 752.

ERROR.

Elizabeth Sleigh v. *James Chetham*, *Margaret* Ux' & *Eliz. Sleigh* en brief d'Error ſur Judgment done en *C. B.* *v.* le Plaintiff *Sleigh* en un Formedon en Rem' port *v.* luy per les ore Defendants.

Henley. Mich. 1 Jac. 2. Regis. Rot. 96. *B. R.*

Le Brief d'Error.

Dominus Rex mandavit dilecto & fidel' ſuo Thom̄ Jones Mil' capital' Juſtic' ſuo de Banco breve ſuū clauſum in hec ꝟba: Jacobus ſecund' Dei Gr̄a Angl' Scot̄ Franc' & Hibernie Rex fidei defenſor &c. Dilecto & fidel' ſuo Thome Jones Mil' capital' Juſtic' ſuo de Banco ſalutem Quia in recordo & ꝑceſſu acetiam in reddic̄one Judicij Loquel' que fuit in Cur̄ Dnī Carol' ſecundi nuper Regis Angl' coram Juſtic' ſuis de Banco per breve ipſius nuper Regis de forma donac̄onis in le remanet̄ inter Jacobum Chetham Armig' & Margar̄ uxor̄ ejus & Elizabeth Sleigh Spinſter petent̄ & Elizabeth Sleigh vid̄ tenen' de Maner' de Etwall cum pertin' ac de trigint̄ & quinque meſuagijs quinque toftis trigint̄ Gardinis ducent̄ acris terre centum acris prati ducent̄ acris Paſtur̄ centum acris boſci ducent' acris Jampnor' & bruere & centum acris Mariſci cum pertin' in Etwall & Eggington necnon de Rectoria de Etwall cum ꝑtin' in Com̄ Derby ut dicitur Error int̄venit manifeſtus ad grave dampnū ipſius Elizabeth Sleigh vidue ſicut ex querela ſua accepimus Nos Error̄ ſiquis fuerit modo debito corrigi & partibus p̄d plenam & celerem Juſtic’ fieri volentes in hac parte vobis mandamus quod ſi Judic’ inde redditum ſit tunc recoꝛd & ꝓceſſum p̄d cum omnibus ea tangen’ nobis ſub ſigillo veſtro diſtincte & aperte mittatis & hoc bꝛeve Ita quod ea habeamꝰ a die Sc̄e Trin’ in tres ſeptiman’ ubicunque tunc fuerim̄ in Angl’ ut inſpectis recoꝛd & ꝓceſs’ p̄d ulterius inde ꝓ Erroꝛe illo coꝛrigend fieri faciamus quod de Jure & ſecundum legem & conſuetudin’ regni noſtri Angl’ fuer̄ faciend T. meipſo apud Weſtm̄ tertio die Julij anno regni noſtri pꝛimo. Colborn.

Reſpons̄ Thome Jones Mil’ capital’ Juſtic’ infra nominat̄.

Recoꝛd & ꝓceſſum loquele unde infra fit menc̄o cum omnibꝫ ea tangen’ coꝛam Dn̄o Rege ubicunque &c. ad diem infra-content̄ mitto in quodam recoꝛd huic bꝛevi annexat’ pꝛout interius mihi p̄cipitur, Thomas Jones.

Le Reſpons del C. J. de C. B.

Plita terre irrotul’ apud Weſtm̄ coꝛam Franc̄o Noꝛth Mil’ & ſociis ſuis Juſtic’ Dn̄i Regis de Banco de Termino Paſche anno regni Dn̄i Carol’ ſecundi Dei Gꝛa̅ Angl’ Scot’ Franc’ & Hibernie Regis fidei Defenſoꝛ &c. triceſimo quarto, Rot. 16.

Derb’ ſſ. Jac’ Chetham Ar̄ & Margaret̄ Uxoꝛ ejus & Eliz. Sleigh Spinſter ꝑ Radum Gꝛainge Att’ ſuum pet’ vers Elizabeth Sleigh vid Maner’ de Etwall cum ꝑtin’ trigint’ & quinque meſuagia quinque tofta triginta Gardina ducent’ acras terre ducent̄ acras pꝛati ducent̄ acr’ Paſtur’ cent̄ acr̄ boſci ducent̄ acr’ Jampnoꝝ & Bꝛuer’ & cent̄ acr’ Mariſci cum pertin’ in Etwall & Eggington ac Rectoꝛiam de Etwall p̄d cum pertin’ quam Samuel’ Sleigh Mil’ dedit Germano Pooll Ar̄ Willielmo Palmer Ar̄ Johanni Beeſeley Gen’ & Hugon̄i Bateman Armig’ & eoꝝ hered ad uſum ipſius Samuel’ Sleigh Mil’ ꝓ & durant̄ Termino vite naturalis ipſius Samuel’ Ita quod poſt moꝛtem p̄d’ Samuel’ Sleigh Mil’ p̄d’ Maner̄ Tenementa & Rector̄ cum pertin’ p̄d’ ad uſum Samuel’ Sleigh Armig’ fil’ & hered apparen’ p̄d’ Samuel’ Mil’ & hered maſculoꝝ p̄d’ Samuel’ Sleigh Armig’ de coꝛpoꝛe ſuo ſuper coꝛpus Barbare Palmer fil’ ſenioꝛis Archdale Palmer de Onelipp in Com̄ Leic’ Armig’ exeunt̄ remanerent Et ꝓ defectu talis exitus p̄d’ Maner̄ Tenementa & Rector̄ cum pertin’ ad uſum hered maſculoꝝ p̄d Samuel’ Sleigh Armig’ de coꝛpoꝛe ſuo exeunt̄ remanerent ita quod ſi idem Samuel’ Sleigh Ar̄ ſine hered maſculo de coꝛpoꝛe ſuo exeunt̄ obiret p̄d’ Maner̄ Tenementa & Rectoꝛia cum ꝑtin’ ad uſum Edwardi Sleigh Armig’ fil’ ſcdi p̄d’ Samuel’ Sleigh Mil’ & hered maſculor̄ de coꝛpoꝛe ſuo exeunt̄ remanerent Ita quod ſi idem Edwardus Sleigh ſine herede maſculo de coꝛpoꝛe ſuo exeunt̄ obiret p̄d’ Maner̄ Tenementa & Rectoꝛia cum pertin’ ad uſum p̄fat̄ Samuel’

Formedon en Rem’ port per 2 Coparceners & le Bar’ d’un d’eux, pur le Manor de *Etwall* & auter terrs en *E.* & *E.* Queux Sir *Sam. Sleigh* ad done al uſe luy meſme pur vie, Rem’ al *Sam. Sleigh* ſon Fits & Heir appar’ en Special Ta. Rem. al meſme *Sam.* en Gen. Ta. Rem. al *Ed.* le 2. Fits de Sir *Sam.* en Ta. Male. Rem. al Sir *Sam.* en Ta. Male. Rem. al *Sam.* le Fits en Fee.

Deſcent al les Femes Demandants come Soers & Coheirs de *Sam.* le fits, per le mort de luy, *Edw.* & Sir *Sam.* ſans Iſſue Male. Le Count accordant al dit Brief.

muel' Sleigh Mil' & hered̃ maſcul' de corpore ſuo exeunt̃ remanerent Ita quod ſi idem Samuel' Sleigh Mil' ſine hered̃ maſculo de corpore ſuo exeunt̃ obiret tunc p̃d Maner̃ Tenementa & Rectoria cum ꝑtin' ad uſum p̃d Samuel' Sleigh Ar' hered̃ & aſſignat̃ ſuoꝝ remanerent Et que poſt mortem p̃d Samuel' Sleigh Ar' Edwardi Sleigh & Samuel' Sleigh Mil' p̃d Margaret̃ & Elizabeth Sleigh Spinſter ſororibus & coheredibus p̃d Samuel' Sleigh Ar' remanere debent ꝑ formam donationis p̃d & vigore Statuti in hujuſmod casu edit̃ & ꝓviſ̃ eo q̃d p̃d Samuel' Sleigh Ar' Edwardus Sleigh & Samuel' Sleigh Mil' obierunt ſine hered̃ maſcul' de corpor' ſuis Reſpective exeunt̃ & quilibet eoꝝ obiit ſine hered' maſculo de corpore ſuo exeunt̃ &c. Et unde dicit q̃d p̃d Samuel' Sleigh Mil' dedit Maner' Tenementa & Rectoriam p̃d cum pertin' p̃fat̃ Germano Pooll Armig' Willielmo Palmer Ar' Johanni Beeſeley Gen' & Hugoni Bateman Armig' & eoꝝ hered' ad uſum ipſius Samuel' Sleigh Mil' ꝓ & durant̃ Termino vite naturalis ipſius Samuel' Ita quod poſt mortem p̃d' Samuel' Sleigh Mil' p̃d' Maner̃ Tenementa & rectoria cum pertin' ad uſum p̃d' Samuel' Sleigh Ar' filij & hered' apparen̄ p̃d' Samuel' Sleigh Mil' & hered' maſculor̃ p̃d' Samuel Sleigh Armig' de corpore ſuo ſuper corpus p̃d' Barbare Palmer filie ſen̄ p̃d' Archdale Palmer de Onelipp in dicto Com̄ Leic' Armig' exeunt' remanerent & ꝓ defectu talis exitus p̃d' Maner̃ tenementa & rectoria cum pertin' ad uſum hered' maſcul' p̃d' Samuel' Sleigh Armig' de corpore ſuo exeunt̃ remanerent Ita quod ſi dictus Samuel' Sleigh Armig' ſine herede maſculo de corpore ſuo exeunt̃ obiret p̃d' Maner̃ tenementa & rectoria cum pertin' ad uſum p̃d' Edwardi Sleigh Armig' filij ſecundi p̃d' Samuel' Sleigh Mil' & hered' maſcul' de corpore ſuo exeunt̃ remanerent Ita q̃d ſi idem Edwardus Sleigh ſine herede maſculo de corpore ſuo exeunt' obiret p̃d' Maner̃ tenementa & rectoria cum pertin' ad uſum p̃fat̃ Samuel' Sleigh Mil' & hered' maſcul' de corpore ſuo exeunt̃ remanerent Ita quod ſi idem Samuel' Sleigh Mil' ſine hered' maſculo de corpore ſuo exeunt̃ obiret tunc p̃d' Maner̃ tenementa & rectoria cum pertin' ad uſum p̃d' Samuel' Sleigh Ar' hered' & aſſign' ſuoꝝ remanerent Per quod donum & vigore Statuti in Parliamento Dn̄i Henrici nuper Regis Anglie octavi apud Weſtm̄ in Com̄ Midd' quarto die Februarij anno regni ſui viceſimo ſeptimo tent' edit̃ & ꝓviſ̃ de uſibus in poſſeſſion' transferendis p̃d' Samuel' Sleigh Mil' fuit ſeiſ̃ de Maner̃ tent̃is & rectoria p̃d' cum ꝑtin' in Dominico ſuo ut de libero Tenemento ꝓ Termino vite ſue tempore pacis tempore Dn̄i Regis nunc capiend' inde exples̃ ad valenc' &c. Et poſt mortem p̃d' Samuel' Sleigh Ar̃ Edwardi Sleigh & Samuel' Sleigh Mil' eo quod p̃d' Samuel' Sleigh Ar̃ Edwardus Sleigh & Samuel' Sleigh Mil' obierunt ſine hered' maſculo de corporibus ſuis reſpective exeunt̃ & quilibet eor̃ obiit ſine herede maſculo de corpore ſuo exeunt̃ remanſit jus per formam &c. & vigore Statuti p̃d' iſtis Margarete & Elizabethe Sleigh Spinſter que nunc petunt ſimulcum &c. ut ſororibꝰ & coheredibus p̃d' Samuel' Sleigh Ar̃ Et que poſt mortem &c. eo quod &c. Et inde ꝓduc' ſectam &c.

Plea en Abatement, per *bis petitum*.

Et p̃d Elizabetha Sleigh vid' per Willielmum Turner Attorn' ſuū ven' & defend' jus ſuum quando &c. Et dicit q̃d ſex meſuagia decem acr̃ terre decem acr̃ prati & vigint̃ acre Paſture cum pertin' parcell' tenementor̃ p̃d cum pertin' in Etwall p̃d ſuperius petit̃ ſunt & tempore impetrac̃onis brevis originalis p̃d Jacobi Margarete & Elizabethe Sleigh ſpinſter necnon a tempore cujus contrar' memoria hominum non exiſtit fuer̃ parcell' p̃d Manerij de Etwall cum pertin' ſuperius ſiliter petit' Et hoc parata eſt verificare unde ex quo p̃d ſex meſuagia dec' acre terre decem acr̃ prati & vigint' acre paſture cum pertin' per breve p̃d bis petit' ſunt p̃d Elizabetha Sleigh vidua petit Judic' de brevi illo &c.

Demurrer al Plea en Abatement.

Et p̃d Jacobus & Margareta & Elizabetha Sleigh ſpinſter dicunt quod p̃d placitum p̃d Elizabethe Sleigh vid in caſſac̃on' brevis p̃d modo & forma p̃d plitat' materiaq; in eod' contenta minus ſufficien' in lege exiſt' ad p̃d breve caſſand Et quod ipſi ad placitum illud modo & forma p̃d plitat̃ neceſſe non habent nec per legem terre tenentur reſpondere & hoc parati ſunt verificare unde ꝑ defectu ſuffic' pliti p̃d Elizabethe Sleigh in hac parte iidem Jacobus & Margareta & Elizabetha Sleigh ſpinſter petunt Judic' & q̃d breve ſuum bonum adjudicetur &c. Et pro cauſa morac̃onis in lege in hac parte iidem Jocobus & Margareta & Elizabetha Sleigh ſpinſter juxta formā ſtatut' in humoi caſu edit̃ & ꝓviſ oſtend' & Cur̃ hic demonſtrant cauſas ſubſequen' ꝑ eo viz. quod non apparet per placitum p̃d q̃d p̃d ſex meſuagia dec' acre terre dec' acre prati & vigint̃ acre Paſture cum pertin' ſunt aliter petit̃ per breve p̃d quam ut parcell' p̃d' maner' de Etwall tantum & ꝑ eo quod p̃d ſex meſuagia dec' acre terre dec' acre prati & vigint̃ Paſture non diſtinguuntur nec diſcriminantur ꝑ placitum illud a reſid p̃d' meſuagior̃ terre prati & Paſture ſuperius petit̃ ac ꝑ eo q̃d plitum illud eſt incertum & caret forma &c.

Cauſes de Demurrer.

Joinder en Demurrer.

Et p̃d Elizabetha Sleigh vid' ex quo ipſa ſuffic' materiam in lege ad breve p̃d caſſand' ſuperius allegavit quam ipſa parata eſt verificare quam quidem materiam iidem Jacobus &

Mar-

Reſp. ouſter agarde.

Plea de Non-tenure, quant al part.

Al auter part, ne dona pas, & iſſue ſur ceo.

Margareta & Elizabetha Sleigh ſpinſter non dedicunt nec ad eam aliqualiter reſpond' ſed verificac̄onem illam admittere omnino recuſant ut prius petit Judiciũ de brevi p̄d &c. Et ſuper hoc viſ' premiſſis & ꝑ Juſtic' hic plene intellect̄is videtur eiſdem Juſtic' hic quod p̄d placitum p̄d Elizabethe Sleigh vid' in caſſacon' brevis p̄d modo & forma p̄d' p̄litat' materiaꝝ in eodem contenta minus ſuffic' in lege exiſt' ad breve illud caſſand' Jō dictum eſt per Cur̄ hic p̄fat' Elizabethe Sleigh vid' q̇d p̄fato Jacobo & Margarete & Elizabethe Sleigh ſpinſter ad breve & narracoñ p̄d' ulter̄ reſpond' &c. Super hoc eadem Elizabetha Sleigh vid' ut prius defend' jus ſuũ quando &c. Et quoad ſeptemdec' meſuagia unũ toft' quatuordec' Gardin' quindecim acr' terre triginta & quatuor acr' & tres rodas prati unũ acram & tres rodas Paſture & nonagint̄ & novem acr' boſci cum pertin' in Etwall p̄d' parcell' p̄d' trigint' & quinque meſuagior' quinque toftor' trigint' Gardin' ducent̄ acrar' terre centum acrar̄ prati ducentar' acrar' Paſture centum acrar' boſci ducentar' acrar' Jampnor' & Bruer' & centum acrar' mariſci cum pertin' ſuperius petit̄ eadem Elizabetha Sleigh vid' dicit quod ipſa eadem tenementa cum pertin' p̄fato Jacobo Chetham Margarete uxor' ejus & Elizabethe Sleigh ſpinſter reddere non poteſt quia dic' quod ipſa non eſt tenens eorundem ten̄tor' cum pertin' ut de libero tenemento nec fuit die impetrac̄onis brevis originalis p̄d' Jacobi Margarete & Elizabethe Sleigh ſpinſter nec unquam poſtea ſed quidam Johannes Smith eſt & die impetrac̄onis brevis originalis p̄d' & ſemper poſtea fuit tenens eorundem tenementor' cum pertin' ut de libero tenemento & hoc parata eſt verificare unde quoad eadem tenementa cum pertin' eadem Elizabetha Sleigh vid' petit Judic' de brevi illo &c. Et quoad unũ meſuagium & unũ Gardinũ in tenura cujuſdam Thome Tatum ſexdec' acras terre in le Marſh-field Wyddycroſſe-field Windmill-field & Risbarrowe tres acr̄ prati vocat̄ Marſh-cloſe Meadow & ſex acr̄ Paſture vocat̄ little Hepnall cum pertin' in Etwall p̄d' ſilit̄ parcell' p̄d' trigint̄ & quinque meſuagioꝝ quinque toftor' triginta Gardinor̄ ducentar̄ acr̄ terre cent̄ acr̄ prati ducentar̄ acr̄ Paſture cent̄ acr̄ boſci ducentar' acr̄ Jampnor' & Bruer̄ & cent̄ acr̄ mariſci cum pertin' ſuperius petit̄ eadem Elizabetha vid' dicit quod p̄d Samuel' Sleigh Mil' non dedit p̄fat' Germano Pooll Willielmo Palmer Johanni Beeſeley & Hugoni Bateman tenementa illa cum pertin' hend' & tenend' eis & hered' ſuis ꝓut p̄d' Jacobus Margareta uxor ejus & Elizabetha Sleigh ſpinſter ꝑ breve & narracoñ ſuam p̄d' ſuper̄ ſuppoſuer̄ & de hoc ponit ſe ſuper patriam & p̄d' Jacobus Marga-

Al Reſidue; El confeſs le done *prout* ſen le Count.

Margareta uxor ejus & Elizabetha Sleigh ſpinſter ſĩliter Et quoad pred' maner̃ de Etwall cum pertin' & reſid' tenementor̃ p̃d' cum pertin' ſuperius petit̃ eadem Elizabetha Sleigh vid' dicit quod pred' Jacobus Margareta & Elizabetha Sleigh ſpinſter Accon' ſuam p̃d' inde verſus eam here non debet Quia dicit quod bene & verum eſt quod p̃d' Samuel' Sleigh Mil' dedit p̃d' maner̃ & reſid' tenementoꝝ p̃d' cum pertin' p̃d' Germano Willielmo Johanni & Hugoni & hered' ſuis ad uſum ipſius Samuel' Sleigh Mil' ꝓ & durante Termino vite naturalis ipſius Samuel' Ita quod poſt mortem p̃d' Samuel' Sleigh Mil' p̃d' maner' & reſid' tenementor' p̃d' cum pertin' ad uſū pred' Samuel' Sleigh Armig' fil' & hered' apparen' p̃d' Samuel' Sleigh Mil' & hered' maſcul' p̃d' Samuel' Sleigh Ar̃ de corpore ſuo ſuper corpus p̃d' Barbare Palmer filie ſen̄ p̃d' Archdale Palmer de Onelipp in dicto Com̄ Leic̃ Armig' exeunt̃ remanerent & ꝓ defectu talis exitus p̃d' maner' & reſid' tenementor' p̃d' cum pertin' ad uſum hered' maſculor' pred' Samuel' Sleigh Armig' de corpore ſuo exeunt̃ remaner' Ita quod ſi idem Samuel' Sleigh Armig' ſine hered' maſculo de corpore ſuo exeunt̃ obiret quod pred' maner' & reſid' tenementor' pred' cum pertin' ad uſum pred' Edwardi Sleigh Armig' filij ſecundi pred' Samuel' Sleigh Mil' & hered' maſculoꝝ de corpore ſuo exeunt̃ remanerent Ita quod ſi idem Edwardus Sleigh ſine hered' maſcul' de corpore ſuo exeunt̃ obiret pred' maner' & reſid' tenementoꝝ pred' cum pertin' ad uſum prefat̃ Samuel' Sleigh Mil' & hered' maſcul' de corpore ſuo exeunt̃ reman̄ Ita quod ſi idem Samuel' Sleigh Mil' ſine hered' maſculo de corpore ſuo exeunt̃ obiret tunc pred' maner' & reſid' tenementoꝝ pred' cum pertin' ad uſum pred' Samuel' Sleigh Armig' hered' & aſſign' ſuoꝝ reman̄ modo & forma ꝓut pred' Jacobus & Margareta & Elizabetha Sleigh ſpinſter per breve & narracon' ſuā pred' ſuperius ſuppoſuer' Et eadem Elizabetha Sleigh vid' ulterius dicit quod pred' Samuel' Sleigh Armig' & Edwardus Sleigh primo die Martij anno regni dicti Dn̄i Regis nunc viceſimo nono apud Etwall pred' obierunt ſine hered' maſculo de corporibus ſuis reſpective exeunt̃ & uterque eoꝝ obiit ſine hered' maſculo de corpore ſuo exeunt' poſt quoꝝ mortem idem Samuel' Sleigh Mil' ꝑ donum pred' ac vigore pred' ſtatut̃ in Parliamento Dn̄i Henrici nuper Regis Angl' octavi apud Weſtm̄ in Com̄ Midd' quarto die Februarij anno regni ſui viceſimo ſeptimo tent̃ edit̃ & ꝓviſ̃ de uſibus in poſſeſſion̄ transferend' pred' Samuel' Sleigh Mil' fuit ſeiſ̃ de eiſdem ten̄tis cum pertin' in Dominico ſuo ut de feodo talliato tempore pacis tempore Dn̄i Regis nunc capiend' inde expleſ̃

Mes el ouſter dit que *Sam. Sleigh* le fits & *Ed. Sleigh* mor' ſans iſſue male 1 Mar. 29 Car. 2. Apres queux mort Sir *Sam.* fuit ſeiſie en fee tail, &c.

Et il iſſint ſeiſie, levy fine, &c. *per nomina*, &c.

explet ad val' &c. prediɛtoq; Samuel' Sleigh Mil' ſic inde ſeiſ' exiſten' quidem finis ſe levavit in Cur' pred' Dni Regis nunc hic apud Weſtm in Craſtino animar' anno regni dicti Dni Regis nunc &c. viceſimo nono coram Franc' North Mil' Johanne Archer Hugone Wyndham Roberto Atkins & Willielmo Scroggs Juſtic' dicti Dni Regis de Banco hic & al' dicti Dni Regis fidelibus tunc ibid' preſentibus inter Johannem Harper Armig' quer' & pred' Samuel' Sleigh Mil' deforceant' de pred' maner' & reſid' tenementor' pred' cum pertin' inter al' per nõia de maner' de Etwall cum pertin' ac de vigint' meſuagiis decem Cottagiis quinq; toftis triginta Gardinis quingent' acr' terre ducent' acr' prati quingent' acr' Paſture Mille acris Jampnor' & Bruere quinquagint' ſolidat' reddit' cum pertin' in Etwall Aſh Eggington & Hilton necnon de Rectoria de Etwall cum pertin' acetiam de advocacõe vicarie Eccl'ie de Etwall unde placitum convencõis ſummon' fuiſſet inter eos in eadem Cur'. ſcilt quod pred' Samuel' recogn' pred' maner' tenementa & rector' cum pertin' ac advocacon' pred' eſſe jus ipſius ut illa que idem Johannes huit de dono pred' Samuel' & ill' rem' & quiet' clam' de ipſo & hered' ſuis pred' Johanni & hered' ſuis imperpetuum Et preterea idem Samuel' conceſſit ꝓ ſe & hered' ſuis quod ipſe warr' pred' Johanni & hered' ſuis pred' maner' tenementa & rector' cum pertin' ac advocacon' pred' contra ipſum Samuel' & hered' ſuos imperpet' ꝓut per record' finis pred' in Cur' Dni Regis hic reſident' plen' apparet qui quidem finis in forma pred' hit' & levat' quoad pred' maner' & reſid' tenementor' pred' cum pertin' hit' & levat' fuit pred' Johanni & hered' ſuis imperpet' ad uſum pred' Samuel' Sleigh Mil' ꝓ Termino vite ſue naturalis & poſt ejus deceſſum ad uſum ipſius Elizabethe Sleigh vid' ꝓ Termino vite ſue naturalis & poſt ejus deceſſ' ad uſ' rector' hered' ipſius Samuel' Sleigh Mil' imperpet' virtute cujus quidem finis necnon vigore pred' ſtatuti in Parliamento dicti Dni Henrici nuper Regis Anglie &c. octavi apud Weſtm in Com' Midd' quarto die Februarij anno regni ſui viceſimo ſeptimo tent' de uſibus in poſſeſſion' transferend' edit' & ꝓviſ' pred' Samuel' Sleigh Mil' fuit ſeiſ' de pred' maner' & reſid' tenementor' pred' cum pertin' in Dominico ſuo ut de libero tenemento ꝓ Termino vite ſue remaner' inde poſt mortem ipſius Samuel' Sleigh Mil' prefat' Elizabethe Sleigh vid' remaner' inde rectis hered' pred' Samuel' Sleigh Mil' ſpectan' Et ſic inde ſeiſit' exiſten' idem Samuel' Sleigh Mil' poſtea ſcilt viceſimo die Aprilis anno regni dicti Dni Regis nunc &c. triceſimo primo apud Etwall pred' obiit ſic inde ſeiſ' poſt

cujus

†

Quel fine fuit al uſe de Sir *Sam.* pur vie, Rem' al uſe del ore Tenant, pur ſa vie. Rem' al droit heirs de Sir *Sam.*

Que Sir *Sam.* mor' ſeiſie 20 Ap. 31 Car. 2.

cujus quidem Samuel' Sleigh Mil' mortem eadem Eliz. Sleigh Vid' in pred' maner' & reſid' teñtor͂ pred' cum pertin' intravit & fuit & adhuc eſt inde ſeiſit' in dñico ſuo ut de libero tenemento ꝑ termino vite ſue ac q̄d warrant' in fine pred' content' de ipſo eodem Samuel' pred' Margaret' & Elizabethe Sleigh Spinſter ac cuidam Marie Sleigh ut filiabus & cohered' ipſius Samuel' Sleigh Mil' deſcendebat Et hoc parat' eſt verificare unde petit Judic' ſi pred' Jacob' Margareta & Elizabetha Sleigh Spr' contra pred' finem cum warr' pred' Samuel' Sleigh Mil' anteceſſoris ſui cujus fil' & cohered' eadem Margaret' & Eliz. Sleigh Spr' ſimul cum prefat' Maria Sleigh modo defunct' ſunt accon' ſuã p̄d' vers' eam habere debeant &c.

Et apres ſon mort el enter, & fuit & ore eſt ſeiſie pur term de ſa vie. *Unde pet. Judic'* Si encounter le dit Fine ove garranty, &c.

Et p̄d Jacob' & Margareta & Eliz. Sleigh Spr' quoad p̄d ſeptemdec' meſuagia unum toftum quatuordecim gardin' quindecim acr' terre triginta & quatuor acr' & tres rodas prati unã acr' & tres rodas paſture & nonagint' & novem acr' boſci cum ꝑtin' in Etwall pred' parcell' pred' trigint' & quinque meſuagior' quinque toftor' trigint' gardin' ducent' acr' terre cent' acr' prati ducent' acr' paſture cent' acr' boſci ducent' acr' jampnor' & bruer' & cent' acr' mariſci cum pertin' ſupius petit' dic' q̄d bre' ſuũ quoad p̄d ſeptemdecim meſuagia unũ toftũ quatuordecim gardina quindecim acras terre trigint' & quatuor acr' & tres rodas prati unũ acr' & tres rodas paſture & nonagint' & novem acras boſci cum pertin' in Etwall p̄d ratione p̄allegat' caſſari non debet quia dic' q̄d die impetracõnis brevis originalis ipſor' Jacobi & Margaret' & Eliz. Sleigh Spr' ſcil't primo die Martij anno regni dicti Dni Regis nunc triceſimo ſecundo p̄d Elizabetha Sleigh Vid' fuit tenens eorũdem tenementor' cum ꝑtin' ut de libero tenemento ꝓut ꝑ breve p̄d ſuperius ſupponitur & hoc pet' q̄d inquiratur ꝑ patriam & p̄d Eliz. Sleigh Vid' ſimilit' Et quoad p̄d maner' de Etwall cum ꝑtin' & pred' reſid' teñtor' p̄d cum ꝑtin' in plito pred' ſuperius ultimo mencõnat' ſuperius petit' iidem Jacob' & Margareta & Elizabetha Sleigh Spr' dic' q̄d ipſi ꝑ aliqua p̄allegat' ab accõne ſua p̄d inde verſus p̄fat' Eliz. Sleigh Vid' habend' p̄cludi non debent quia dic' q̄d bene & verum eſt q̄d p̄d Samuel Sleigh Mil' fuit ſeiſit' de p̄d Maner' de Etwall cum pertin' & pred' reſid' teñtor͂ cum ꝑtin' in dñico ſuo ut de feodo talliato viz. ſibi & hered' maſculis de corpore ſuo exeunt' Et ſic inde ſeiſit' exiſten' finis p̄d ſe levavit in p̄d Cur' hic modo & forma prout p̄d Eliz. Sleigh Vid' ſupius allegavit ſed p̄d Jacobus & Margareta & Eliz. Sleigh Spr' ulterius dic' q̄d pred' finis habit' & levat' fuit ad uſũ pred' Samuel' Sleigh Mil' & hered' ſuorũ imperpetuũ virtute cujus ac vigore p̄d ſtatuti de uſib' in poſſeſſion' transferendis pred' Samuel' Sleigh

Replication. Quant al Plea de Non-tenure, ils averront que le Tenant fuit Tenant, &c. & iſſue ſur ceo.

Et quant al reſidue, ils confeſs le ſeiſin en Ta. de Sir *Sam. Sleigh* & le Fine levy per luy. Mes ils dient que le dit fine fuit levy al uſe del dit Sir *Sam.* & ſes Heirs.

Et que Sir *Sam.* per ſon volunt deviſe al Tenant & ſes heirs, & mor' ſeiſie ſans iſſue male. *Abſque hoc* que le dit Fine fuit levy al les uſes alledge per le Tenant.

Mil' fuit ſeiſit de p̃d manerio & p̃red reſid teñtoꝝ cum ꝑtin in dñico ſuo ut de feodo & ſic inde ſeiſit exiſten ipſe p̃red Samuel Sleigh Mil' poſtea ſcil't decimo die Aprilis anno regni dci Dni Regis nunc triceſimo primo apud Etwall p̃red condidit teſtament & ult' voluntat ſuam in ſcriptis & per eandem voluntat dedit p̃red maner' & p̃red reſid teñtoꝝ cum ꝑtin inter alia p̃fat Eliz. Sleigh Vid' & hered ſuis Et poſtea ſcil't viceſimo die Aprilis anno regni dicti Dni Regis triceſimo primo ſupradicto p̃red Samuel Sleigh Mil' de tali ſtatu ſuo de & in p̃red manerio & p̃red reſid teñtoꝝ cum pertin ut p̃fertur ſeiſit obijt ſine aliquo exitu maſculo de corpore ſuo exeunt abſq; hoc quod finis p̃red quoad p̃red maner & p̃d reſid teñtoꝝ cum ꝑtin hit & levat fuit ad uſus ꝑ p̃d Eliz. Sleigh Vid ſuperius ꝑlitando allegat Et hoc parat ſunt verificare unde pet Judicm & ſeiſinam p̃red maner' & p̃red reſid' teñtoꝝ cum ꝑtin ſibi adjudicari &c.

Rejoinder. Que le dit Fine fuit levy al uſes alledge per le Tenant, & iſſue ſur ceo. *Ven. Fa.* Ret. *Tres Trin.* A quel jour le Tenant fiſt luy d'eſtre eſſoyne *de malo veniend.* Les Demandants challenge l'Eſſoyne quia le Tenant ad un Attorney. L'Eſſoyne & Chall' ſont adjorne al *Quind. Hill.* A quel jour touts les parties appeare per lour Attorneys.

Et p̃red' Eliz. Sleigh Vid' quoad p̃red' maner' & p̃red' reſid' teñtoꝝ cum pertin' ut prius dicit q̃d finis p̃red' habit & levat fuit ad uſus per ipſam Elizabetham Sleigh ſuperius ꝑlitando allegat Et de hoc pon ſe ſuper patriam & p̃d' Jacobꝰ & Margareta & Elizabetha Sleigh Spr ſilit Jõ quoad triand' tam exitũ iſt' quam p̃red' al' exit inter partes p̃red' ſuperius junct prec' eſt vic' q̃d ven fac' hic a die ſcẽ Trin in tres ſeptimanas duodec' &c. ꝑ quos &c. Et qui nec &c. ad recogn' &c. quia tam &c. ad quem diem hic ven' p̃red' Jacobꝫ & Margareta & Eliz. Sleigh Spr ꝑ Attorn' ſuũ p̃d' Et p̃red' Eliz. Sleigh Vid' quarto die ꝑliti ſolempniter exact non ven' ſed fecit ſe Eſſon' de malo veniend' v̄ſus p̃red' Jacobũ & Margaretam & Elizabetham Sleigh Spinſter de p̃red' ꝑlito prout patet rotulo Eſſon' &c. Et p̃red' Jacobꝫ & Margareta & Elizabetha Sleigh Spr calmuniant Eſſon' p̃d' dicendo q̃d illud admitti non debet quia dic' q̃d p̃red' Eliz. Sleigh Vid' habet Attorn' in ꝑlito p̃red' viz. p̃red' Willũm Turner Et hoc parati ſunt verificare unde pet Judic' & q̃d' Eſſon' illud caſſetur &c. Et quia Juſtic' hic ſe adviſare volunt utrum abſentia p̃d' Eliz. Sleigh Vid' ſit defalt vel Eſſon' ill' in excuſacon' abſentie ſue p̃red' adjudicari debeat necne vel quid in hoc caſu fieri debeat &c. Jõ Eſſon' p̃d' una cum calumnia illa adjorn' a die ſci Hillarij in quindec' dies Idem dies dat eſt partibꝰ p̃d' hic in ſtatu quo nunc &c. Et modo hic ad hunc diem ſcil't p̃red' quinden' ſci Hillarij ven' tam p̃red' Jacobꝫ & Margareta & Eliz. Sleigh Spr quam p̃d' Eliz. Sleigh Vid' ꝑ Attorn' ſuos p̃d' Et ſuper hoc p̃red' Eliz. Sleigh Vid' dic' q̃d ipa ad p̃d' ꝑlitum de calumn' Eſſon' p̃d' ꝑ p̃d' Jacobũ & Margaretam & Elizabetham Sleigh Spr modo & forma ma pred' placitat̄ neceſſe non habet nec per legem terre tenetur reſpondere unde pet̄ Judic' & q̄d Eſſon' pred' bonum adjudicetur Et pred' Jacobʒ & Margareta & Elizabetha Sleigh Spr' ex quo ipſi ſuffic' materiā in lege ad calumpniand' Eſſon' pred' ſuperius pl̄itando allegaver' quam ipſi parati ſunt verificare quam quidem materiam pred' Elizabeth Sleigh Uid' non dedic' nec ad eam aliqualiter reſpondet ſed ꝟificacon' ill' admittere omnino recuſat (ut prius) petit Judic' & q̄d Eſſon' illud caſſetur &c. Et ſup hoc viſ̄ p̄miſſis & per Juſtic' hic plene intellectis videtur eiſdem Juſtic' hic q̄d p̄d' Jacobʒ & Margareta & Elizabetha Sleigh Spr' ſufficien' mater' in lege ad calumpniand' Eſſon' pred' ſuperius allegaver' Jō conſiderat̄ eſt q̄d Eſſon' pred' minime allocetur ſed omnino diſallocetur & caſſetur &c. Et ſuper hoc ijdem Jacobʒ & Margareta & Elizabetha Sleigh ſpinſter pet̄ ſeiſinam maner̄ teñtoꝝ & rector̄ pred' cum pertin' ꝑ defalt̄ quam pred' Eliz' Sleigh Uid' fecit hic ad prefat̄ tres ſeptiman' ſcē Trin' ult̄ preter̄ eis adjudicari &c. Et quia pred' Eliz. Uid' ꝑ Attorn' ſuū pred' modo hic comparen' aliquam ſufficien' materiam Cur̄ hic ad hunc diem non oſtend' ad pred' defalt̄ ſalvand' Jō conſideratum eſt q̄d pred' Jacobꝰ & Margareta & Eliz. Sleigh ſpinſter recuperent ſeiſinam ſuam ꝟſus prefat̄ Eliz. Sleigh Uid' de maner̄ teñtis & rector̄ pred' cum pertin' ꝑ defalt̄ &c. Et pred' Eliz. Sleigh Uid' in mīa &c.

Le Tenant demurre al Chall' & les Dem. joine en Demurrer.

Le Chall' adjudge bon.

Et ſur ceo les Dem' priont ſeiſin pur le default que le Ten. feſoit al dit *Tres Trin.*

Judgment pur les Demandants a recover ſeiſin per default.

Et ſup hoc ijdem Jacobʒ & Margareta & Elizabetha Sleigh ſpinſter petunt breve Dnī Regis Uic' Com̄ pred' dirigend' de habere faciend' eis plenar' ſeiſinam de maner̄ teñtis & rector̄ pred' cum ꝑtin' & eis conceditur retornabil' hic a die Paſche in quindec' dies &c. Poſtea ſcil̄t die Lune ꝓx' poſt octabis ſcī Martini iſto eodem termino coram Dnō Rege nunc apud Weſtm̄ ven' pred' Elizabetha Sleigh Uid' ꝑ Will'um Wingfield Attorn' ſuū & dicit q̄d in record' & ꝓceſſu pred' necnon in reddicon' Judicij pred' manifeſte eſt errat̄ in hoc videl't q̄d ubi Judic' pred' ſuper p̄red' mor' in lege ad pred' pl̄itum ipſius Elizabethe Sleigh Uid' in caſſacon' brevis ſuperius ut prefertur pl̄itat' reddit' fuit quod eadem Elizabetha Sleigh Uid' ulterius reſponderet p̄fato Jacobo Chetham & Margar̄ & Eliz. Sleigh ſpinſter ad breve & narr̄ ſuā pred' Judic' ill' in eo caſu reddi debuiſſet ꝓ pred' Eliz. Sleigh Uid' q̄d breve pred' caſſaretur Jō in eo manifeſte eſt errat' Erratum eſt etiam in hoc quod ubi Judic' reddit' fuit q̄d pred' Jacobus & Margareta & Elizabetha Sleigh ſpinſter recuperarent ſeiſinam ſuam ꝟſus ipſam Elizabetham Sleigh Uid' de maner' teñtis & rectoria p̄d' cum pertin' ꝑ defalt' &c. Judic' in eo caſu reddi debuiſſet tantū q̄d maner' rectoria & teñta ill' cum pertin' in manus Dnī Regis

Brief de Seiſin agard.

Le Tenant appiert en *B. R.* & aſſigne Errors.

1 Que Judgment duiſt eſtre done pur luy ſur le plea en Abatement per *bis petitum.*

2. Que Judgment a recover Seiſin per default ne duiſt eſtre done.

3. Que ceo Jndgment duiſt eſtre done pur luy.

4. Que fuit nul original Brief.

Le Tenant prie *Certiorari* al *Cuſt. Brev.* a ſearcher les Records de Term. Paſc. 34 Car. 2. & eſt grant.

Le *Cuſt. Brev.* returne que fuit nul orig' de ceo Term.

Le dit Brief de *Certiorari* file.

capentur Jō in eo etiam manifeſt' eſt errat' Erratū eſt etiam in hoc q̄d judic' pred' in forma pred' reddit' reddit' fuit ꝑ pred' Jacobo & Margareta & Elizabetha Sleigh ſpinſter vers̄ ipam Elizabetham Sleigh vid' ubi per legem terre huj⁹ regni Anglie judic' ill' reddi debuiſſet ꝓ ipſa Elizabetha Sleigh vid' vers̄ ipos̄ Jacobū & Margaretam & Elizabetham Sleigh ſpinſter Jō in eo etiam manifeſte eſt errat' Errat' eſt etiam in hoc q̄d ubi ꝑ legem hujus regni Anglie in quacunq; acc̄one reali coram Juſtic' Dnī Regis vel ꝓgenitor' ſuor' de Banco pred' ꝓſecut' bre originale ad accon' ill' manutenend' extra Cur' Cancell' retornabil' coram Juſtic' de Banco pred' ꝑ petent' in eadem acc̄one impetrari & coram pred' Juſticiar' retornari & in eadem Cur' de record' affilari debeat null' tamen breve original' inter pred' Jacobū & Margaretam & Elizabetham Sleigh ſpr' & prefat' Eliz. Sleigh vid' in placito pred' in pred' Cur' Dnī Regis de Banco pred' de record' reſidet affilat' nec de recordo reman' in cuſtodia cuſtodis Dnī Regis de Banco pred' Jōq; in eo ſiliter manifeſte eſt errat' Et ſuper hoc eadem Elizabetha Sleigh vid' petit breve Dnī Regis prefat' cuſtod' brevium dirigend' ad certificand' Dnō Regi plenius inde veritatem & ei conceditur &c. Per q̄d prec' eſt Will'o Thursby Ar' cuſtod' breviū Dnī Regis de Banco pred' q̄d ſcrutat' brevib; original' dcī Com̄ Derb̄ de pred' Termino Paſche anno regni Dnī Caroli ſecundi nuꝑ Regis Anglie &c. triceſimo quarto ſupradicto in cuſtodia ſua de record' exiſten' quid de eodem brevi in eiſdem invenerit una cum retorn' ejuſdem adeo plene & integre ꝓut coram eo reſidet dcō Dnō indilate ubicunq; &c. certificet una cum brevi illo ſibi inde direct' &c. qui quidem Cuſtos Breviū Dnō Regi retorn' & certificavit q̄d virtute brevis pred' ſibi direct' ſcrutat' brevib; original' dicti Com̄ Derb̄ de termino & anno p̄d' in cuſtod' ſua de record' exiſten' non habetur aliquod breve original' inter partes pred' de placito pred' in cuſtod' ſua de pred' termino affilat' Quod quidem breve de certiorand' una cum retorn' ejuſdem inter record' de ſine die iſtius termini affilatur &c. Et ſuꝑ hoc pred' Elizabetha Sleigh Vid' petit breve Dnī Regis ad premuniend' pred' Jacobū Chetham & Margaretam & Elizabetham Sleigh ſpinſter & hered' eorū qui mortui ſunt necnon tenen' terrarū & teñtorū pred' cum ꝑtin' eſſend' coram Dnō Rege auditur' record' & ꝓceſs' pred' & ei conceditur &c.

Sci. fa. agard vers les Def. en Error & les Terr-Tenants, &c.

Suꝑ quo prec' eſt vic' Derby quod ꝑ ꝓbos &c. ſcir' fac' prefat Jacobo Chetham & Margarete uxor' ejus & Elizabethe Sleigh ſpinſter vel tal' eoꝝ qui ſuꝑſtites ſunt & hered' humōi eoꝝ qui mortui ſunt necnon omnib⁹ tenen̄ terraꝝ & tenement̄ pred' cū ꝑtin' q̄d ſint coram Dnō Rege in octabis

Scĩ Hillarij ubicunq; &c. auditur' record' & ꝓceſs' pred' ſi &c. ulterius &c. Idem dies dat' eſt prefat' Elizabethe Sleigh vid' &c. ad quem diem coram Dnõ Rege apud Weſtm ven' pred' Elizabetha Sleigh vid' ꝑ Attorn' ſuum pred' & Vic' Com Derb p̄d' videlt Johannes Shallcroſs Ar' retorn' q̄d pred' Elizabeth Sleigh ſpinſter mortua eſt q̇dq; virtute brevis pred' ſibi direct ꝑ Abraham Butler & Georgiũ Gregſon ꝓbos & legales homines de Ballia ſua ſcir' fecit p̄d' Jacobo Chetham & Margaret' ux' ejus ſorori & hered' pred' Elizabeth Sleigh ſpinſter tenen' unius medietat' maner' tenementoꝝ & rectorie pred' cũ ꝑtin' ac Johanni Gilbert Gen' tenen' alter' medietat' eorundem maner' tenementoꝝ & rectorie cũ ꝑtin' q̇d eſſent coram Dnõ Rege ad diem pred' auditur' record' & ꝓceſs' pred' qui quidem Jacobꝰ & Margareta ux' ejus & Johannes Gilbert ſic premunit' & quarto die petiti ſolemniter exact ipſi pred' Jacobꝰ & Margareta ux' ejus ꝑ Carolũ Ballett Attorn' ſuum & pred' Johannes Gilbert ꝑ Thomam Blackhall Attorn' ſuum ſimiliter ven & ſup hoc eadem Elizabetha Sleigh vid' ut prius dicit q̇d in record' & ꝓceſſu ac etiam in reddic̄one Judic' pred' manifeſte eſt erratũ Error' pred' in forma pred' allegand' & petit q̄d Judic' pred' ob Error' ill' & al' in record' & ꝓceſs' pred' exiſten' reverſetur & annulletur q̇dq; ipſa ad omnia que oc̄cone Judic' pred' amiſer' reſtituatur & q̄d pred' Jacobus Chetham Margareta ux' ejus & Johannes Gilbert ad error' ill' rejungant &c. Et ſuper hoc pred' Johannes Gilbert ꝑ Attorn' ſuum pred' h̄it audit' materiar' pred' ſupius ꝓ error' Aſſign' dic' quod ipſi pred' Jacobꝰ & Margareta & Elizabetha Sleigh ſpinſter in vita ſua ſcilt primo die Martij anno regni Dni Carol' ſecundi nuper Regis Angl' &c. triceſimo ſecundo extra Cur̃ Cancellar' ipſius nuꝑ Regis eadem Cur' apud Weſtm in Com Midd' tunc exiſten' ꝓſecut' fuer' breve ſuum original' vers' prefat' Elizabetham Sleigh vid' in placito pred' tunc Vic' Com Derb direct retorn' coram Juſtic' dicti Dni Regis nuper Regis Angl' &c. de Banco pred' apud Weſtm pred' in Craſtino aſcenc̄onis Dni tunc ꝓx' ſequen' anno triceſimo ſecundo ſuprad' & ibm̄ in cuſtod' Cuſtod' brevium Dni Regis nunc de Banco pred' de pred' Termino Paſche anno triceſimo ſecundo pred' de recordo remanet affilat' Quod quidem breve original' una cum retorn' inde ibm in cuſtod' Cuſtod' brevium Dni Regis nunc de Banco pred' de Termino & anno pred' de record' affilat' exiſtit & pred' Johannes Gilbert ulterius dicit q̄d pred' Jacobꝰ Margareta & Elizabeth Sleigh ſpinſter in vita ſua poſtea ſcilt viceſimo quarto die Maij anno regni dicti Carol' ſecundi nuper Regis

Retorne que *Eliz. Sleigh* un des Dem' eſt mort, & que il ad Summon les aut' & un *J. G.* Terr-tenant de part.

Les parties appear per ſeveral Att.

Le Pl. aſſigne Errors de novo.

Le dit *J. G.* per ſon Att. dit que les Dem' proſecute lour Original 1 Mar. 32 Car. 2.

Et que ceo eſt file del Term. Paſ. 32 Car. 2.

Que la eſt un Brief de Summons, 24 May 32.

Certiorari agard al *Cuſt. Brev.*

Le Original, certifie *in hac verba.*

gis triceſimo ſecundo ſupꝛad' extra Cur̃ de Banco ipſius nuper Regis ꝓſecut' fuer' al' bꝛeve de ſum̃ facias verſus pꝛefat' Elizabeth Sleigh vid' in placito pꝛed' tunc Vic' Com̃ Derb̃ pꝛed' ſiliter direct' retoꝛnabil' coꝛam Juſtic' dic̃i nuper Regis de Banco pꝛed' apud Weſtm̃ pꝛed' in Craſtino Sancti Martini anno triceſimo ſecundo ſupꝛad' & ibm̃ in cuſtod' Cuſtod' bꝛevium Dn̄i Regis nunc de Banco pꝛed' de termino Sc̄i Michael' anno triceſimo ſecundo ſupꝛad' de recoꝛd' ſiliter remanen' affilat' q̄d quidem bꝛeve de ſum̃ fac' inde cũ retoꝛn' inde ibm̃ in cuſtod' Cuſtod' bꝛeviũ pꝛed' de Termino & anno pꝛed' de recoꝛd' ſiliter affilat' exiſtit Et pꝛed' Johannes ulterius dicit q̄d in recoꝛd' hic miſſ̃ fit omiſſio ſeperal' bꝛeviũ de oꝛiginal' & ſum̃ fac' in non certificando bꝛevia ill' & petit idem Johannes bꝛeve Dn̄i Regis nunc ad certificand' plenius inde veritatem & ei conceditur &c. per q̄d pꝛec' eſt Willielmo Thursby Armig' Cuſtod' bꝛevium Dn̄i Regis de Banco q̄d ſcrutat' bꝛevibus oꝛiginal' & bꝛevibus de ſum̃ fac' Com̃ Derb̃ pꝛed' de Termino Paſche & Sc̄i Michaelis anno triceſimo ſecundo ſupꝛadic̃o in cuſtod' ſua de recoꝛd' exiſten' quid de eiſdem bꝛevib; inter partes pꝛed' in eiſdem invenerit una cum integris retoꝛn' eoꝛund' dc̄o Dn̄o Regi indilate ubicunq; &c. certificet una cum bꝛevi regio ſibi inde direct' Qui quidm̃ Cuſtos Bꝛeviũ dic̃i Dñi Regis nunc eidem Dño Regi nunc certificavit & retoꝛnavit q̄d virtute bꝛevis pꝛed' ſibi direct' ſcrutat' bꝛevib; oꝛiginal' Com̃ ſui Derb̃ de pꝛed' Term̃ Paſche anno triceſimo ſecundo ſupꝛadic̃o in cuſtod' ſua de recoꝛd' exiſten' habetur quoddam bꝛe̅ oꝛiginal' inter partes p̄d' de plito pꝛed' in cuſtod' ſua de p̄d' Termino affil' & ulteri⁹ dic̃o Dn̄o Regi certificavit q̄d ſcrut' bꝛevib⁹ de ſum̃ fac' Com̃ ſui de Derb̃ p̄d' de Termino Sc̄i Michael' an̄o regni dic̃i nup̱ Regis triceſimo ſecundo ſupꝛad' in cuſtod̃ ſua de recoꝛd̃ exiſten̄ habetur quoddam bꝛeve de ſum̃ fac' inter partes p̄d̃ de placito p̄d̃ in cuſtodia ſua de p̄d̃ Termino Sc̄i Michael' affil' tenoꝛ quoꝝ quidem bꝛeviũ una cũ retoꝛñ eoꝛundem adeo plene & integre ꝓut in cuſtod' mea affil' remanent dic̃o Dn̄o Regi certificat' eſt p̱ pꝛefat' Cuſtod' bꝛeviũ de Banco p̄d̃ ꝓut patet in quadam ſcedula bꝛevi ill' annex' ꝓut per bꝛeve ill' ſibi pꝛec' fuit que quidem ſcedul' ſequitur in his verbis Carolus ſecund⁹ Dei Gr̃a Angl' Scotie Franc' & Hibern̄ Rex fidei defenſoꝛ &c. Vic' Derb̃ ſalutem Pꝛec' Elizabeth Sleigh vid̃ q̄d juſte & ſine dilac̄one reddat Jacobo Chetham Ar' & Margarete ux' ejus & Elizabethe Sleigh ſpinſter maner̃ de Etwall cũ ꝑtin' trigint' & quinque meſuagia quinque tofta triginta Gardina ducent' acr̃ terre cent'

cent' acr' prati ducent' acr' Paſtur' cent' acr' boſci ducent' acr' Jampnoꝝ & Bruer' & cent' acr' mariſci cũ ꝑtin' in Etwall & Eggington ac rectoriam de Etwall p̄d cum ꝑtin' que Samuel' Sleigh Mil' dedit Germano Pooll Ar' Willielmo Palmer Ar' Johanni Beeſeley Gen' & Hugoni Bateman Ar' & eoꝝ hered' ad uſum ipſius Samuel' Sleigh Mil' ꝓ & durant' Termino vite naturalis ipſius Samuel' Ita q̄d poſt mortem p̄d Samuel' Sleigh Mil' p̄d maner' tenementa & rectoria cũ ꝑtiñ ad uſu' Samuel' Sleigh Ar' filij & hered' apparen' p̄d Samuel' Mil' & hered' maſcul' p̄d Samuel' Sleigh Ar' de corpore ſuo ſuper corpus Barbare Palmer filie ſen' Archdale Palmer de Onelipp in Com' Leic' Ar' exeunt' remanerent & ꝓ defectu talis exitus p̄d maner' tenementa & rectoria cu' ꝑtin' ad uſu' hered' maſcul' p̄d Samuel' Sleigh Ar' de corpore ſuo exeunt' remaner' Ita q̄d ſi idem Samuel' Sleigh Ar' ſine hered' maſculo de corpore ſuo exeunt' obiret p̄d maner' tenementa & rectoria cu' ꝑtiñ ad uſu' Edwardi Sleigh Ar' filij ſecundi p̄d Samuel' Sleigh Mil' & hered' maſcul' de corpore ſuo exeunt' remaner' Ita q̄d ſi idem Edwardꝰ Sleigh ſine hered' maſcul' de corpore ſuo exeunt' obiret p̄d maner' tenementa & rectoria cũ ꝑtiñ ad uſu' p̄fat' Samuel' Sleigh Mil' & hered' maſcul' de corpore ſuo exeunt' remañ Ita q̄d ſi idem Samuel' Sleigh Mil ſine hered' maſculo de corpore ſuo exeunt' obiret tunc p̄fat' maner' tenementa & rectoria cu' ꝑtiñ ad uſu' p̄d Samuel' Sleigh Ar' hered' & aſſigñ ſuoꝝ remaner' & que poſt mortem p̄d Samuel' Sleigh Ar' Edwardi Sleigh & Samuel' Sleigh Mil' p̄d Margarete Chetham & Elizabeth Sleigh ſpinſter ſororibꝰ & cohered' p̄d Samuel' Sleigh Ar' remanere debent ꝑ formam donac̄onis p̄d ac vigore ſtatuti in humod' caſu edit' & ꝓviſ̄ eo q̄d p̄d Samuel' Sleigh Ar' Edwardꝰ Sleigh & Samuel' Sleigh Mil' obierunt ſine hered' maſcul' de corporibꝰ ſuis reſpective exeunt' & quilibet eoꝝ obiit ſine hered' maſcul' de corpore ſuo exeunt' ut dicunt & niſi fec' & p̄d Jacobꝰ & Margareta & Elizabeth Sleigh ſpinſter fec̄ te ſecur' de clam' ſuo ꝓſ̄ tunc ſum' ꝑ bonos ſummoñ p̄d Elizabeth Sleigh vid' q̄d ſit coram Juſtic̄ noſtris apud Weſtm' in Craſtino aſcenc̄onis Dni' oſtenſur' quare non fec' & habeas ibi ſum' & hoc breve T. meipſo apud Weſtm' primo die Martij anno regni noſtri triceſimo ſecundo Colborn ꝑ Robertu' Rawlinſon Ar' un' magiſtr' Cur' Cancellar' noſtre extraordiñ de fine infraſcript' quia affid' q̄d tenementa infraſcript' non excedunt valorem treſcent' & vigint' librar' ꝑ annum Iſtud breve mihi adeo tarde deliberat' fuit ita q̄d propter temporis brevitat' ill' exequi non potui Henricus Milward Ar' Vic̄ Solut̄ ꝑ fine 15 l. 6 s. 8 d. ꝑ Edwardū Seymour.

Le Brief de Summons *in hæc verba.*

Carol' ſcd̄us Dei Gr̄a Angl' Scot' Franc̄ & Hibern̄ Rex fidei defenſor &c. Vic̄ Derb̄ ſalutem p̄cipim⁹ tibi ſicut al' tibi p̄rec̄ ſi Jacobus Chetham Ar' & Margareta ux' ejus & Elizabeth Sleigh ſpinſter fec̄ te ſecur' de clam̄ ſuo ꝓs̄ tunc q̄d ſum̄ ꝑ bon̄ ſum̄ Elizabeth Sleigh vid' q̄d ſit coram Juſtic̄ noſtris apud Weſtm̄ in Craſtino Sc̄i Martini ad reſpond' p̄d Jacobo Chetham Ar' & Margarete ux' ejus & Elizabeth Sleigh ſpinſter de placito q̄d juſte & ſine dilac̄one reddant eiſdem Jacobo & Margarete & Elizabeth Sleigh ſpinſter maner' de Etwall cū ꝑtin̄ triginta & quinque meſuagia quinque toſta triginta Gardina ducent̄ acr̄ terre cent̄ acr̄ prati ducent̄ acr̄ Paſture cent̄ acr̄ boſci ducent̄ acr̄ Jampnoꝝ & Bruer' & cent̄ acr̄ mariſci cū ꝑtin̄ in Etwall & Eggington ac rector̄ de Etwall p̄d' cū ꝑtin̄ que Samuel' Sleigh Mil' dedit Garmano Poole Ar' Willielmo Palmer Ar' Johanni Beeſeley Gen̄ & Hugoni Bateman Ar' & coꝝ hered' ad uſū ipſius Samuel' Sleigh Mil ꝑ & dur̄ Termino vite naturalis ipſius Samuel' Ita q̄d poſt mortem p̄d Samuel' Sleigh Mil' p̄d maner̄ tenementa & rectoria cū ꝑtin̄ ad uſū Samuel' Sleigh Ar' fil' & hered' apparen̄ p̄d' Sam̄ Sleigh Mil' & hered̄ maſcul' pred' Sam̄ Sleigh Ar' de corpore ſuo ſuper corp⁹ Barbare Palmer fil' ſen̄ Archdale Palmer de Onelipp in Com̄ Leic̄ Ar' exeunt̄ remanet̄ & ꝑ defectu talis exitus p̄d maner' tenementa & rectoria cum pertin̄ ad uſū hered̄ maſcul' p̄d Samuel' Sleigh Ar' de corpore ſuo exeunt' remaner' Ita q̄d ſi idem Samuel' Sleigh Ar' ſine hered̄ maſcul' de corpore ſuo exeunt' obiret p̄d maner' tenementa & rectoria cum pertin̄ ad uſū Edwardi Sleigh Ar' fil' ſecundi p̄d Samuel' Sleigh Mil' & hered̄ maſcul' de corpore ſuo exeunt' remaner' Ita q̄d ſi idem Edwardus Sleigh ſine hered' maſculo de corpore ſuo exeunt' obiret p̄d maner' tenementa & rectoria cum ꝑtin̄ ad uſū p̄fat' Samuel' Sleigh Mil' & hered̄ maſcul' de corpore ſuo exeunt' remaner' Ita q̄d ſi idem Samuel' Sleigh Mil' ſine hered̄ maſcul' de corpore ſuo exeunt' obiret tum p̄d maner' tenementa & rectoria cum pertin̄ ad uſū p̄d Samuel' Sleigh Ar' hered̄ & aſſign̄ ſuoꝝ remanet̄ Et que poſt mortem p̄d Samuel' Sleigh Ar' Edwardi Sleigh & Samuel' Sleigh Mil' p̄d Margarete Chetham & Elizabeth Sleigh ſpinſter ſororibus & coheredibus p̄d Samuel' Sleigh Ar' remanet̄ debent per formam donac̄onis & vigore ſtatuti in humōi caſū edit' & ꝓvis̄ eo quod p̄d Samuel' Sleigh Ar' Edwardus Sleigh & Samuel' Sleigh Mil' obierunt ſine hered̄ maſcul' de corporibus ſuis reſpective exeunt' & quilibet eorum obijt ſine hered maſcul' de corpore ſuo exeunt' ut dic̃ & unde tu ipſe mand Juſtic̃ noſtris apud Weſtm in Craſtino aſcenconis Dni ult' p̃terit' quod breve noſtrum adeo tard tibi deliberat' fuit q̃d propter brevitat' temporis illud exequi non potuiſti & habeas ibi ſum & hoc breve T. F. North apud Weſtm̃ xxiv die Maij anno regni noſtri xxxij Dotton. Spicer. Pleg' de p̃s Johannes Doe & Ricardus Roe ſum infranominat' Elizabeth Sleigh vid Benjaminus Smedley Ricardus Leech & ad maxime uſual' oſtiu Ecclie Paroch de Etwall infraſcript' ſuper diem Dominicum ſcilt viceſimo quarto die Octobris año infraſcript' immediate poſt Divinum ſervic̃ & predicat' in eadem Ecclia publice pclam̃ feci ſum̃ ſecundum formam ſtat' in hujuſmod caſu nuper edit' & pvis̃ Reſpons̃ Henric̃ Milward Att' Vic̃ Eſſon adjorn uſque tres Paſche W. Hall Et ſuper hoc iidem Jacobus & Margareta & p̃ſat' Johannes p ſeperal' Attorn ſuos p̃d dic̃ q̃d p̃d Jacobus Margareta & p̃d Elizabeth ſpinſter in vita ſua poſtea ſcilt viceſimo ſeptimo die Aprilis anno regni dicti nuper Regis Carol' ſecundi triceſimo tertio p̃s fuer' extra eandem Cur' Cancellar' dicti nuper Regis eadem Cur' apud Weſtm tunc & adhuc exiſten quoddam breve dicti nuper Regis de viſu in placito p̃d tunc Vic̃ Com̃ Derb p̃d direct' retornabil' coram Juſtic̃ dicti nuper Regis de Banco p̃d a die Sci Michael' in tres ſeptimanas tunc px' ſequen q̃d quidem breve de viſu p̃d unacum retorn inde in cuſtod Cuſtod brevium de Banco p̃d Termino Sci Michael' anno triceſimo tertio ſuprad de record reman affilat' Et iidem Jacobus & Margaret' & pred' Johannes Gilbert ulter' dic̃ quod in record hic modo miſs' fit omiſſio pred' brevis de viſu p̃d in placito p̃d & ideo pet' iidem Jacobus & Margaret' & pred' Johannes Gilbert al' breve Domini Regis nunc eidem Cuſtod' brevium de Banco pred' dirigend ad certificand' dicto Domino Regi plen inde veritatem & eis conceditur &c. Per quod quidem al' breve dict' Domini Regis nunc prec̃ eſt prefat' Willielmo Thursby Cuſtod' brevium Domini Regis de Banco p̃d qd' ſcrut' brevibus de viſu Com̃ Derb pred' de pred' termino Sancti Michael' anno triceſimo tertio ſuprad' in cuſtod' ſua de recordo exiſten quod quidem de eodem brevi inter partes p̃d in eiſdem invener' una cum integro retorn ejuſdem dicto Domino Regi nunc indilate ubicunque &c. certificet una cum brevi Regio ſibi inde direct' &c. qui quidem Cuſtos brevium Domino Regi retornavit & certificavit quod virtute brevis pred' ultim̃ menconat' ſibi direct' ſcrut' brevibus de viſu Com ſui Derb de p̃d Termino Sancti Michael' anno triceſimo tertio ſuprad' in cuſtod' ſua de record

Le Returne del Brief de Summons.

Les Pl. en Error & le dit *J. G.* terr-tenant, ouſter diont que les dem' 27 Apr. 33. Car. 2. proſecute hors del Chanc. un brief de view.

Ret' Tres *Mich.* (ſcil. 9 Retorns apres, *incluſive.*)

Certiorari al *Cuſt. Brev.* a certifier ceo.

Retorne de ceo.

exiſten' habetur quoddam breve de viſu inter partes p̄d de placito p̄d de p̄d Termino aſſil' tranſcript' cujus quidem brevis una cum integro retorn' & indorſament' ejuſdem patet in quadam ſcedula brevi illo annex' que quidem ſcedul' ſequitur in hec verba ſſ Carolus ſecundus Dei Gra' Angl' Scot' Franc' & Hibernie Rex fidei defenſor &c. Vic' Derb' ſalutem Precipimus tibi quod juſte & ſine dilac̄one habere fac̄ Elizabeth Sleigh vid' viſum de maner' de Etwall cum pertin' triginta & quinque meſuagis quinque toftis trigint' Gardinis duc̄ acr' terre cent' ac̄ prati ducent' ac̄ Paſture cent' ac̄ boſci ducent' acr' Jampnor' & Bruere & centu' acr' mariſci cum pertin' in Etwall & Eggington ac Rectoria de Etwall p̄d' cum pertin' que Jacobus Chetham Armig' & Margaret' ux' ejus & Elizabeth Sleigh ſpinſter in Cur' noſtra coram Juſtic̄ noſtris apud Weſtm' clam' vers̄ eam ut jus ſuu' per breve noſtru' de forma donac̄onis in le remanere & dic̄ quatuor Mil' ex illis qui viſui illo interfuer̄ q̄d ſint coram Juſtic' noſtris apud Weſtm' a die Sancti Michael' in tres ſeptim̄ ad certificand' viſu' ill' Et habeas ibi nomina Mil' Et hoc breve T. F. North apud Weſtm' viceſimo ſeptimo die Aprilis anno regni noſtri triceſimo tertio Grainge. Spicer. Eſſon' adjorn̄ uſq; Craſtinum Pur̄ W. Hall.

Le Brief de view in hæc verba.

Teſte Fra. North (mes le ſuggeſt' fuit que ceo fuit proſecute hors de Chancery.)

Virtute iſtius brevis mihi direct' habere feci infranominat' Elizabeth Sleigh vid' viſ̄ de maner̄ ten̄tis & rectoria infra ſpec̄ cum pertin' & dixi Benjamino Smedley Georgio Eaton Willielmo Eaton & Johanni Baker quatuor Mil' Comitat' mei qui viſui ill' interfuer' quod ſint coram Juſtic' infranominat' ad diem & locum infracontent' ad teſtificand' viſ̄ ill' put interius mihi p̄cipit' Hen̄ Balgay Jun' Ar' Vic̄ Que quidem brevia de certior̄ una cum retorn' eorundem inter record' ſine die iſtius termini aſſilantur &c. Et p̄d Jacobus & Margareta & p̄fat' Johannes per ſeperal' Attorn̄ ſuos p̄d ulter' dicunt q̄d in termin̄ Sancti Michael' anno regni Dni' Carol' ſecundi nuper Regis Angl' &c. triceſimo ſecundo & Sancti Michael' anno regni dicti nuper Regis triceſimo tertio Eſſon̄ inter p̄d Jacobum Chetham Armig' & Margaret' ux' ejus & Elizabeth Sleigh ſpinſter peten̄ & p̄d Elizabeth Sleigh vid in p̄d placito forme donac̄onis in le reman̄ jact' fuer̄ ac q̄d in termino Sancti Hillarij annis regni dicti nuper Regis Angl' &c. triceſimo tertio & triceſimo quarto intratur quoddam record' Lic' interloquend in placito pred' inter eoſdem Jacobum Chetham Armig' & Margaret' ux' ejus & Elizabeth Sleigh ſpinſter peten̄ & p̄d' Elizabeth Sleigh vid' in eodem placito que quidem ſeperat' record' Eſſon̄ & Lic' interloquend'

Le Retorne del brief de view.

reman̄

Diminution alledge quant al Eſſoins & Imparlance; & ſeveral Briefs de *Certiorari* agard.

remañ in Cur̄ Dni Regis de Banco p̄d' de record' affilat' de Terminis p̄d' & quod in record' hic modo miſs' fit omiſſio pred' ſeperal record' Eſſoñ & Lic̄ interloquend' ſupramencoñ & ea de cauſa pet' iidem Jacobus & Elizabeth & pred' Johannes Gilbert ſeperal brevia Dni Regis nunc capital Juſtic̄ de Banco pred' dirigend' ad certificand' dicto Dnō Regi pleñ inde veritat Et eis conceditur &c. Jō per uñ eor brevium p̄fat capital' Juſtic̄ de Banco pred' direct prec̄ eſt p̄fat capital Juſtic̄ qd' ſcrut' record' de plit terre in Com Derb de termino Sancti Hillar anno regni Dni Carol ſecundi nuper Regis Angl' &c. triceſimo tertio & triceſimo quarto in cuſtod' ſua de record' exiſteñ quid de record' Lic̄ interloquen' pred' inter partes pred' de placito pred' invener' Dnō Regi nunc indilate certificet una cum brevi ill' ei inde direct & per p̄d' al breve prefat capital' Juſtic̄ in forma pred' direct prec̄ eſt eidem capital Juſtic̄ quod ſcrutat rotulis Com̄ Derb pred' de pred' Termiñ Sancti Michael anno regni dicti nuper Regis triceſimo ſecundo & Sancti Michael anno regni dicti nuper Regis triceſimo tertio pred' in cuſtod' ſua de record' exiſteñ quid inde in eiſdem de pred' Eſſoñ inter partes pred' in placito pred' invener' Dnō Regi nunc indilat certificet una cum brevi ill ei in forma pred' ultim direct' Qui quidem capital' Juſtic̄ de Banco pred' indilate dicto Dnō Regi nunc mand' breve pred' ei prius in forma pred' direct una cum retorñ ejuſdem capital Juſtic̄ eidem brevi annex' Quod quidem breve una cum retorñ inde ſequuntur in his verbis Jacobus ſecundus Dei Gra Angl' Scot Franc̄ & Hibernie Rex fidei defenſor &c. dilecto & fidel' noſtro Henrico Bedingfield Mil' capital' Juſtic̄ noſtro de Banco ſalutem Volentes certis de cauſis certiorar de quodam record' Lic̄ interloquend inter Jacobu' Chetham Armig' & Margaret uxor ejus & Elizabeth Sleigh ſpinſter peteñ & Elizabeth Sleigh vid' in placito forme donac̄onis in le remañ in cuſtod' tua de record' exiſteñ tibi mandamus quod ſcrutat record' de plitis terre in Com noſtro Derb de Termino Sancti Hillarij anno regni Dni Carol ſecundi nuper Regis Angl' triceſimo tertio & triceſimo quarto in cuſtod' tua de record' exiſteñ quid de record' ill' inter partes pred' invener' nobis indilate ubicunque tunc fuer' in Angl' certifices Et hoc breve T. Ed. Herbert Mil' apud Weſtm viceſimo primo die Aprilis anno regni noſtri ſecundo. Henley.

Brief de Cert' pur le Imparlance;

Respons Henr' Bedingfield Mil' Capital Juſtic infranominat.

Le Retorne.

Execucõ iſtius bris̃ patet in quadam Scedula huic bri anner' put interiꝰ mihi precipitur Henr' Bedingfield.

Plita terre irrotul' apud Weſtm coram Francõ North Mil' & ſociis ſuis Juſtic' Dni Regis de Banco de Termin Scĩ Hillarii anno regni Dñi Caroli ſecundi Dei Grã Anglie Scocie Francie & Hibñie Regis Fidei Defenſor' &c. triceſimo tertio & triceſimo quarto. Rot. 66.

Le Record del Brief & Count en le Formedon, certifie.

Derb' ss. Jac' Chetham Ar' & Margaret' ux' ejus & Eliz. Sleigh ſpinſter p Radum Grainge Attorn ſuũ pet' vers̃ Eliz. Sleigh Vid maner' de Etwall cum pertin trigint' & quinque meſuag' quinque tofta trigint' gardin ducent' acr' terre cent' acr' prati ducent' acr' paſture cent' acr' boſci ducent' acr' jampnor & bruer' & cent' acr' mariſci cum ptin in Etwall & Eggington ac rectoriam de Etwall pd' cum pertin que Samuel' Sleigh Mil' dedit Germano Poole Ar' Willõ Palmer Ar' Johi Beeſley Gen & Hugoni Bateman Ar' & eor hered ad uſũ ipſius Samuel' Sleigh Mil' p & dur' termino vite naturalis ipſ̃ Samuel' Ita q̃d poſt mortem pred Samuel' Sleigh Mil' pred' maner' teñta & rectoria cum ptin ad uſum Samuel' Sleigh Ar' fil' & hered appar' pd' Samuel' Sleigh Mil' & hered' maſcul' pred Samuel' Sleigh Ar' de corpore ſuo ſuper corpꝰ Barbare Palmer filie ſen Archdale Palmer de Onelipp in Com Leic' Ar' exeunt' reman Et p defectu talis exitus pred maner' teñta & rectoria cum ptin ad uſũ hered' maſculor pred Samuel' Sleigh Ar' de corpore ſuo exeunt' remaner' Ita q̇d ſi idem Samuel' Sleigh Ar' ſine hered maſcul' de corpore ſuo exeunt' obiret pred maner' teñta & rectoria cum pertin ad uſum Edri Sleigh Ar' filii ſecundi pred Samuel' Sleigh Mil' & hered' maſcul' de corpore ſuo exeunt' reman Ita q̇d ſi idem Edrus̃ Sleigh ſine hered maſcul' de corpore ſuo exeunt' obiret pred' maner' tenementa & rectoria cum pertin ad uſũ prefat' Samuel' Sleigh Mil' & hered maſcul' de corpore ſuo exeunt' reman Ita q̃d ſi idem Samuel' Sleigh Mil' ſine hered maſcul' de corpore ſuo exeunt' obiret tunc pred maner' tenementa & rectoria cum pertin ad uſũ pred Samuel Sleigh Ar' hered & aſſign ſuor reman Et que poſt mortem pred Samuel' Sleigh Ar' Edri Sleigh & Samuel' Sleigh Mil' p̃d Margaret' & Eliz. ſpinſter ſororibꝫ & coheredibꝫ p̃d Samuel' Sleigh Ar' reman debent p form donacõnis pred & vigore ſtat' p̃d in humod caſu edit' & pvis̃ Eo q̇d p̃d Samuel' Sleigh Ar' Edrus̃ Sleigh & Samuel Sleigh Miles obier' ſine hered maſcul' de corpor' ſuis reſpective exeunt' & quilibet eor obiit ſine hered' maſcul' de corpore ſuo exeunt' &c. Et unde dic' q̃d p̃d Samuel' Sleigh Mil' dedit maner' tenementa & rectoriã p̃d cum pertin prefat' German Pool Ar' Willõ Palmer

mer & Johi Beeſeley Gen & Hugoni Bateman Ar' & eoꝝ hered ad uſum ipſius Samuel' Sleigh Mil' ꝓ & dur' termino vite naturalis ipſius Samuel' Ita q̄d poſt mortem pred' Samuel' Sleigh Mil' p̄d maner' tenementa & rectoria cum pertin' ad uſum pred Samuel' Sleigh Ar' fil' & hered' appar' p̄d Samuel' Sleigh Mil' & hered maſcul' pred Samuel' Sleigh Ar' de corpore ſuo ſuper corpꝰ p̄d Barbare Palmer filie ſen̄ p̄d Archdale Palmer de Onelipp in dicto Com Leic Ar' exeunt reman & ꝓ defectu talis exitus pred maner' tenementa & rectoria cum pertin̄ ad uſum hered' maſcul' pred Samuel' Sleigh Ar' de corpore ſuo exeunt remaner' Ita q̄d ſi idem Samuel Sleigh Ar' ſine hered maſcul' de corpore ſuo exeunt obiret pred maner' tenementa ac rectoria cum pertin' ad uſum pred Edr Sleigh Ar' fil' ſecundi p̄d Samuel' Sleigh Mil' & hered' maſcul' de corpore ſuo exeunt reman' Ita q̄d ſi idem Edrus̄ Sleigh ſine hered maſcul' de corpore ſuo exeunt obiret pred maner' tenementa & rectoria cum pertin' ad uſum p̄fat Samuel' Sleigh Mil' & hered maſcul' de corpore ſuo exeunt remaner' Ita q̄d ſi idem Samuel' Sleigh Mil' ſine hered' maſcul' de corpore ſuo exeunt obiret tunc p̄d maner' tenementa & rectoria cum pertin̄ ad uſum p̄d Samuel Sleigh Ar' hered & aſſign̄ ſuoꝝ reman̄ ꝑ quod donu ac vigore p̄d' ſtatuti in Parliam Dni Henrici nuꝑ Regis Anglie octavi apud Weſtm in Com Middleſex quarto die Februarij anno regni ſui viceſimo ſeptimo tent' edit' & proviſ̄ de uſibꝫ in poſſeſſion' transferend' p̄d' Samuel Sleigh Mil' fuit ſeiſit' de maner' tenementis & rectoria p̄d' cum pertin' in dn̄ico ſuo ut de libero tenemento ꝓ termino vite tempore pacis tempore Dni Regis nunc capiend' inde exples̄ ad val' &c. & poſt mortem p̄d Samuelis Sleigh Ar' Edr Sleigh & Sam̄ Sleigh Mil' Eo quod p̄d' Sam̄ Sleigh Ar' Edrus̄ Sleigh & Sam̄ Sleigh Mil' obier' ſine hered' maſcul' de corporibꝰ ſuis reſpective exeunt' & quilibet eoꝝ obijt ſine hered' maſcul' de corpore ſuo exeunt' remanſit jus ꝑ forma &c. & vigore ſtat' pred' iſtis Margaret' & Eliz. Sleigh ſpinſter que nunc petunt ſimul &c. ut ſororibꝰ & cohered' pred' Sam̄ Sleigh Ar' Et que poſt mortem &c. eo quod &c. Et inde ꝓduc' ſectam &c.

Et pred' Eliz. Sleigh Vid' ꝑ Willm Turner Attorn' ſuu ven' & defend' jus ſuu quando &c. & pet' Lic̄ inde interloquend' hic uſqꝫ a die Paſche in xv dies & habet &c. Idem dies dat' eſt p̄fat Jacobo & Margaret & Elizabeth Sleigh ſpinſter hic &c.

Le Imparlance.

Et quoad p̄d' al' breve eidem Capital' Juſtic̄ ult' in forma p̄d' direct' Idem Capital' Juſtic̄ modo ſiliter mand' breve ill' una cum retorn̄ ſuperinde eidem brevi annex' Quod quidem breve

Le *Certiorari* pur l'eſſoins. breve una cum retorñ inde ſequitur in his verbis ſſ. Jacobus ſecundus Dei Gra Angl' Scotie Francie & Hibernie Rex fidei defenſor &c. dilecto & fidel' ſuo Henr' Bedingfield Mil' capital' Juſtic' noſtro de Banco ſalutem Volentes certiorar' de quibuſdam Eſſoñ inter Jacobum Chetham Armig' & Margaret ux' ejus & Elizabeth Sleigh ſpinſter peten & Elizabeth Sleigh vid in placito forme donac̄onis in le remainder in cuſtod tua de record exiſten' vobis mandamus q̄d ſcrutat' rotulis Com noſtri Derb de termin Sancti Michael' anno regni Dni noſtri Carol' ſecundi nuper Regis Angl' &c. triceſimo ſecundo & Sancti Michael' anno regni dicti nuper Regis triceſimo tertio in cuſtod tua de record exiſteñ quid de Eſſoñ pred' inter partes pred invener' nobis indilate ubicunque fuer' in Angl' mitt' & hoc breve T. E. Herbert Mil' apud Weſtm viceſimo tertio die Junij anno regni noſtri ſecundo. Henley.

Le Retorne. Reſpons Henric Bedingfield Mil' capital' Juſtic' infranominat.

Execuc̄o iſtius brevis patet in quadm ſcedula huic brevi annex' put interius mihi prec' Henr' Bedingfield.

Le 1 Eſſoin. Eſſoñ apud Weſtm coram Franc̄o North Mil' & Sociis ſuis Juſtic' Dni Regis de Banco de Termino Sancti Michael' anno regni Dni Carol' ſecundi Dei Gra Angl' Scotie Francie & Hibernie Regis fidei defenſor &c. triceſimo ſecundo de Craſtino Sancti Martini.

Derb'. ſſ. Elizabeth Sleigh vid verſus Jacobum Chetham Armig' & Margaret ux' ejus & Elizabeth Sleigh ſpinſter de placito terre per Adam Doe a die Paſche in tres ſeptimañ per Dotton.

2 Eſſoin. Eſſoñ. Apud Weſtm coram Franc̄o North Mil' & Sociis ſuis Juſtic' Dni Regis de Banco de Termino Sancti Michael' anno regni Dni Carol' ſecundi Dei Gra Angl' Scot' Franc̄ & Hibernie Regis fidei defenſoris &c. triceſimo tertio de tribus ſeptimanis Sci Michael'.

Le View. Derb'. ſſ. Willielmus Turner Attorn' Elizabeth Sleigh vid verſ Jacobum Chetham Armig' Margaret ux' ejus & Elizabeth Sleigh ſpinſter de placito terre unde viſ per Adam Doe in Craſtino Pur' beate Marie p Ra. Grainge.

In nullo eſt erratum plead. Et p̄d Jacob' Chetham & Margaret & Johannes Gilbert dic' q̄d nec in record nec in proceſſu nec in reddicoñ Judicij p̄d in ullo eſt erratu & pet' ſiliter quod Cur' Dni Regis hic procedat ad examinacoñ tam record & proceſs' p̄d quam materiar' p̄d ſuperius p Error aſſign' & quod Judic' p̄d in omnibus affirmetur. Et quia Cur' dicti Dni Regis hic de Judic

ſuo de & ſuper ꝑmiſſis non adviſantur dies dat' eſt partibus pd̃ coram Dnõ Rege uſque de Judicio ſuo inde audiend' eo quod Cur̃ dict̃ Dnĩ Regis hic inde nondum &c.

Nota que le prier de les ſeveral Briefs de *Cerciorari* a certifier le Brief de Summons, les Eſſoins, & le Imparlans, fuit a monſtrer que le Original fuit continue de temps en temps.

CEſt Caſe fuit argue a ſeveral temps per *Levinz* Serjeant, & *Treby* donque Att. Gen. pro Quer. en Error, & per *Powell* donque Serjeant & *Trinder* Serjeant del auter part.

Deux Errors fueront aſſign.

1. Que le Plea en Abatement ne fuit allowe, mes Reſpondeas ouſter agard.
2. Que Petit Cape duiſſoit eſtre agard, & nemy Judgment final.

Quant al primer fuit dit pro Quer' en Error que le Plea en Abatement fuit bon; car en RealActions, ſi le Brief demand meſme choſe deux foits, ceo eſt bon cauſe d'abater le Brief, & les livres ſont clear en ceo. Et quant al Objection que n'eſt bien plead, quia il dit que 6 Meſuages en *Etwall parcell. tenementorum præd.* ſont parcell del Manor de *Etwall*, la *parcell. tenementorum præd.* ſerra intend parcell des 35 Meſuages, quia le Manor eſt certain per ſoy meſme, & n'eſt beſoigne a monſtrer en quel Ville ceo giſt, mes icy il dit les 6 Meſuages en *Etwall*, quel eſt un des Vills lou les 35 Meſuages ſont ſuppoſe a giſer, & pur ceo les 6 Meſuages ne ſerront intend d'eſtre parcel del Manor, mes parcel des 35 Meſuages.

Mes a ceo fuit reſpond & reſolve per le Court, Que ſi le Plea ad eſtre bien plead, il avoit eſtre bone Plea, mes il n'eſt bien plead, quia il n'eſt plead que les 6 Meſuages ſont parcel de les 35 Meſuages, mes *parcell. tenementorum prædict.* & donque les 6 Meſuages poent eſtre conſtrue d'eſtre parcel del Manor cybien come parcel de les 35 Meſuages.

Quant al ſecond Point, ceux Authorities fueront cite, que petit Cape ſerroit agard, & nemy Judgment final. 21 *E.* 3. 27. b. 3 *H.* 4. 4. a. 6 *H.* 4. 22, 77. 1 *E.* 3. 1.

Quant al Objection que poet eſtre fait que la eſteant Imparlance apres Iſſue, & apres Adjournment, le Judgment eſt ſur le default al Imparlance-Jour, & nemy ſur l'Eſſoigne; A ceo fuit reſpond, que departure apres Imparlance, generalment eſt tiel contempt & abuſe que Judgment final ſerra done, mes quand eſt al jour certain, auterment eſt; en le primer caſe le Tenant eſt touts foits demandable, en l'auter nemy; car eſt en nature d'un *dies datus eſt partibus. Bro, Grand cap.* 2. 13, 22. *Tel.*

211. Mes icy le Tenant appiert ſur l'Imparlance & riens dit a ſaver ſon default; & ſur ceo Judgment eſt done, & iſſint nul default ſur l'Imparlance, mes ſur l'Eſſoigne; car l'Eſſoigne n'eſteant duement jeꝺt, ceo eſt un default.

Obj. A quel purpoſe ſerra d'agarder Petit Cape quand le Tenant eſt en Court, & rien poet dire a ſaver ſon Default?

Reſp. Le Petit Cape eſt a ſeiſer la terre en les maines le Roy pur le contempt, mes en le cloſe de ceo le Vicount eſt command a garner le party, mes ceo eſt de grace & favour. 3 *H.* 4. 4. a. 11 *H.* 4. 72. *Fitz. Voucher* 86.

Ouſter fuit dit que Judgment ne ſerroit final en ceſt Caſe, per reaſon del grand Privilege que la ley done al Tenants en real Actions. En cheſcun Summons doit eſtre 15 jours enter Summons & Appearance, & ſi return ſoit *Tardè*, la doit eſtre 9 Returns; & la reaſon eſt pur ceo que la Ley ne voit ſurpriſe Tenants en lour Defence, mes que ils averont convenient temps a provider.

La ne fuit aſcun default en ceſt Caſe tanque il fuit adjudge que l'Eſſoigne ne fuit bien jeꝺt; car quand appiert que l'Eſſoign jeꝺt n'eſt maintainable, donque ceo turn al un default. 21 *E.* 3. 37, 45. 12 *H.* 4. 14. 11 *H.* 4. 87. donque ſi per ceo le party fuit miſe hors de Court, il duiſſoit aver eſtre recall per aſcun proceſs.

Auſſi il voile eſtre prejudicial al Feme ou revertioner queux perchance voilent eſtre reſceive; car per ceſt Judgment ils ſont exclude & debarr. *Dy.* 103, 315, 341. & que Petit Cape devoit eſtre agard. 9 *H.* 5. 72. a. 1 *Cro.* 517. 2 *Jones* 412. 45 *E.* 3. 19. *Kel.* 41. 3 *H.* 4. 4. *Dy.* 24. b. fueront cite.

Obj. Que le Tenant fuit appelle a ſaver ſon Default, & rien dit a ſaver ceo.

Reſp. Que el ne fuit la pur appearer, mes ſolement a proſecuter le challenge, 7 *H.* 4. 14. a. Ceſt Caſe n'eſt d'eſtre reſemble al default en Brief de droit, lou le miſe eſt joine ſur le mere droit; car la pluis grand formality eſt require que lou iſſue eſt join ſur un auter point ou collateral Matter; car donque un Petit Cape ſerra agard. 1 *Inſt.* 295. 10 *H.* 6. 7. 11 *H.* 7. 10. *b.* 38 *E.* 3. 18. *b.* *F. N. B. Tit. Droit. Dy.* 98. 39 *H.* 6. 16, 17. 12 *H.* 7. 10. *Co. Lit.* 294. *Bro. Droit.* 30. 48 *Statham Tit. Droit, ad finem,* 4 *H.* 6. 28. *a.* 12 *H.* 6. 6.

Del auter part fuit dit pro Def. en Error, Que Judgment final ſerra done en ceſt Caſe pur le Inconvenience que apres le Demandant ad eſtre al grand Charges il ſerra miſe al delay. Et pur ceo ceux Caſes fueront cite, 2 *Saun.* 46. *Fitz. Judgment* 152, 145, 228, 257. 10 *H.* 6. 2. 3 *H.* 5. 5. *F. N. B.* 5. *m.* 11. *b. Dyer* 56, 98.

11 *H.* 7. 10. *Lit. Sect.* 514. *Co. Lit.* 295. *b.* Et 5 *Rep.* 85. Le darrein Reſolution la en *Penryn*'s Caſe n'eſt Ley; car *Mo.* 403. que report meſme Caſe, parle rien de ceo. 1 *Bulſt.* 159, 160. 2 *Cro.* 35. Ouſter le Default apres appearance, per le ouſter del challenge, fuit Default *ab initio. Fitz. Judgment* 151, 152, 228, 245. 13 *H.* 4. 8. 10 *H.* 6. 2. *Fitz. Droit* 27. *Bro. Droit* 4. 57. *Dyer* 76. *Co. Ent.* 171. 2 *Cro.* 35.

Si le Tenant avoit fait Default al jour del adjournment, Petit cape ſerroit agard; iſſint ſil avoit waive ceo; mes quand il inſiſt ſur ceo, & miſt le Court a trouble, il ſerra final, *Fitz. Grand Cape* 6. 12. 45 *E.* 3. 14. *Bro. Grand Cape.* 4. 21. *Aſſ.* 17.

Auſſi il ne puit aſſigner le mort ou impriſonment de ſon Attorney; car il appiert per le meſme Attorney que fuit al primes. 2 *Cro.* 521. *Mo.* 712. *Fitz. Eſſoyne* 16. 138. *Bro. Eſſoyne* 42. Iſſint que petit cape ſerroit en vain; car eſt eſtoppe adire ceo per le Record.

Apres il fuit argue per *Sommers* (donque Soll' Gen') pro Quer. en Error, (mes de ceſt Argument jeo ne ay aſcun cogniſ.) Et per Sir *Thomas Powys* pur le Defendant en le Brief d'Error.

L'Argument de Sir *Tho. Powys* fuit a ceſt effect:

Il fiſt 2 General Queſtions.

1. Lequel le Challenge, quant al Form de ceo, fuit ſufficient.
2. Lequel Judgment final devoit eſtre done, ou ſolement un Petit Cape agard.

Quant al primer, le Forme del Challenge eſt ſufficient. L'Objection eſt, Que il devoit eſtre averr, que l'Attorney fuit en vie & nemy remove, & quant a ceo la eſt egal reaſon que ſoit averr que L'Attorney ne fuit *Languidus*, ou en Priſon, ou que fuit nul cretein d'ewe, touts queux ſont cauſes de Eſſoyn; mes nul tiel Entry fuit unques view. Et en tiels Entries lou les parols (*non amotus*) ſont adde, ils ne ſont neceſſary, mes ſuperfluous: Car les parols (*habet Attornatum, &c.*) tantamount; La ne ſont aſcuns Reſolutions en point en ceſt matter, mes il poet eſtre compare al caſe d'un Fine; quand ceo eſt pleade, la n'eſt beſoigne d'averrer que le Conuſor ne fuit Infant, Lunatick, &c. Un Feofment ſur Condition poet eſtre plead come abſolute, & le Condition doit eſtre monſtre per l'auter part. En Treſpaſs, ſi le Defendant juſtifie per Leaſe fait devant le Treſpaſs, il ne beſoigne d'averrer continuance del Leaſe, car ceo ſerra intend. Tiel foreign matters de diſability & impediment doint eſtre monſtre, & nemy d'eſtre intend, eſpecialment quand appiert que le Tenant plead per meſme le perſon que, le Challenge dit, fuit l'Attorney a ceo temps; & apres le challenge le Tenant appiert per meſme le Perſon, & demurr al Challenge.

Quant al ſecond point que ad eſtre fait, *viz.* Lequel Judgment final ou Petit Cape ſolement devoit eſtre agard: La n'eſt aſcun Judgment final (que poet eſtre properment noſme iſſint) que poet eſtre done ſur un Default en un real Action, ſi non en Brief de droit, & ceo ſolement apres le miſe joine ſur le mere droit, car ſi le Default ſoit devant le miſe joine, le Judgment eſt ſolement *quod petens recuperet ſeiſinam ſuam & tenens in mia'*, Mes ſi le Default ſoit apres le miſe join, donque le Judgment eſt, *quod petens recuperet ſeiſinam ſuam tenend. ſibi & heredibus ſuis quiete de prædicto tenente & heredibus ſuis imperpetuum.* Et ceux deux Judgments ſont fort different; car ſi Judgment final ſoit done, il n'ad aſcun Remedy, meſque per Brief d'Error; mes ſi Judgment ſoit ſolement per default, donque ſil ſoit Tenant en Fee, il poit aver auter Brief de droit; ſi Tenant pur Vie, &c. il poit aver *Quod ei deforceat per Stat. W.* 2. *c.* 4. Tout quel appiert per *Bracton fo.* 366. a. b. 2 *Inſt.* 348, 350. Iſſint que le difficulty que les parols (*final Judgment*) imply, ne doient affecter ceſt Caſe; & donque le ſole queſtion eſt lequel Petit Cape devoit eſtre agard.

Et quant a ceo il obſerve ceſt method.

1. A monſtrer *quid eſt* un Eſſoyne, *quid* un default, & *quid* un faver default.
2. Que il ſerroit unreaſonable, vain, & abſurd, d'aver agard Petit Cape en ceſt Caſe.
3. A monſtrer aſcun Authorities, que le Judgment eſt bien done.
4. A reſponder les Caſes cite del auter part.
5. A reſponder aſcuns Objections.

Quant al primer, un Eſſoyn eſt un excuſe pur Non-appearance al un jour, quel ſans tiel excuſe voet eſtre un Default, mes ſi, ſur Examination, l'Excuſe fail, donque ceo eſt un Default.

Un Default eſt legalment priſe pur un Non-appearance en Court, 1 *Inſt.* 259. b. Mes la ſont divers ſorts de Non-appearances; Un eſt ſur le return del Summons, & donque un Grand Cape iſſue, commandant le *Vic' capere in manus noſtras per viſum legalium hominum, &c.* & donque la eſt un Clauſe commandant le Vicount a ſummoner le Tenant *quod ſit coram Juſticiarijs, &c. tali die ſicut ſummonitus fuit.* La eſt auſſi un Non-appearance al un jour apres que le Tenant ad un foits appear al Action, & ceo eſt ove Eſſoyne, ou ſans ceo; ſi ſoit ſans un Eſſoyne, donque un Petit Cape iſſera, commandant le Vic' *capere in manus noſtras unum Meſuagium, &c.* ſans les parols (*viſum legalium hominum*) & donque la eſt un command en ceo a ſummoner le Tenant pur appearer al un certain jour *ad audiend' Judicium ſuum*, mes n'eſt aſcun Summons a monſtrer Cauſe pur quoy il feſoit default al auter jour, come en le Grand Cape. Ceo eſt le difference enter les deux Briefs, come appiert per le Regiſter, *Bracton*, *&c.* coment que aſcuns des Livres diſont,que le Petit Cape eſt pur ſummoner le Tenant pur reſponder a ſon default, mes la ne ſont aſcuns parols en le Brief pur ceo purpoſe, come la ſont en le Grand Cape.

Et la reaſon de ceſt difference ſemble d'eſtre, que quant le Tenant ad un foits appear, il eſt preſume que il conuſt coment l'Action proceed vers luy, mieux que il que n'ad unques appear, & pur ceo la Ley ne treat luy cy favourablement.

Si la ſoit un Non-appearance, apres que le Tenant ad appear & un Eſſoyn eſt ject pur luy, ſi ceo ne ſoit challenge, la eſt touts foits jour done al Demandandant & Tenant, Et l'Entry eſt *Habet talem diem per Eſſoniam ſuam*; Mes ſi ſoit challenge, donque l'Eſſoyne ove le challenge eſt ou adjudge, ou adjorne & jour done al parties.

Un ſaver default eſt quand un ad fail d'appearer al un jour, & donque vient ſur proceſs, ou ſans proceſs (come il poit) al auter jour, & monſtre un voier & allowable excuſe.

Il eſt d'eſtre confeſs que quand la eſt Non-appearance ſans aſcun Eſſoyn ject, que la doit eſtre proceſs iſſue devant que Judgment poit eſtre done pur le Demandant, ſi non que le Non-appearance ſoit apres iſſue joine. Auſſi lou un Eſſoyne eſt ject, lequel ceo ſoit challenge ou nemy, ſi ſur le jour done ſur le Eſſoyne, le Tenant ne appiert, Proceſs doit eſtre agard vers luy, pur ceo que poit eſtre que il poit excuſer ambideux Non-appearances; Et ceo en touts Caſes queux ne ſont devant except.

Mes lou un Eſſoyne eſt challenge & adjorne, & un jour done al parties, & le Tenant a ceo jour appiert, & ne maintain ſon Eſſoyn; ou demur al Challenge, & ceo eſt adjudge vers luy; la nul auter Proceſs doit eſtre agard vers luy, mes Judgment de ſeiſin doit eſtre done. Et en nul Caſe ove ceux Circumſtances, un Petit Cape fuit unques agard.

Et ore accordant al Order primerment propoſe eſt d'eſtre monſtre que il ſerroit unreaſonable, vain, & abſurd, d'aver grant un Petit Cape en ceſt Caſe.

Il ſerroit unreaſonable d'aver grant ceo apres ſi long delay, apres un Eſſoyn ject, contrary a multitude de Reſolutions en les Livres auncient & modern, *imo* contrary al plain & expreſs parols del Stat. 12 *E.* 2. *de Eſſonijs*, per que eſt declare, que nul Eſſoin giſt ſi le party ad un Attorney en le Suit.

Ouſter il eſt apres Iſſue joine, & nient obſtant quand el avoit opportunity d'excuſer ſa delay ſur Appearance al prochein jour, donque en lieu d'excuſer ſoy meſme, el demurre a le challenge, que fuit bon ſans queſtion; tout quel fuit apparent & frivolous delay.

Auſſi le Petit Cape eſt ſolement pur doner al party un Opportunity d'Excuſer le default, & ne poit eſtre preſume que el avoit aſcun excuſe en ceſt Caſe, quia el ne monſtra aſcun Excuſe quand el avoit Opportunity.

Le Tenant en ceſt Caſe averoit ewe le benefit d'un Petit Cape, ſi el meſme n'averoit prevent ceo, per l'Eſſoyn ſans Cauſe ject, & per ſa appearance al jour done ſur l'Eſſoyn, & demurrer al Challenge, per quel el avoit miſe ſoy meſme ſur le Judgment del Court.

Ouſter il eſt d'eſtre preſume que quand el demurra al Challenge, que el feſoit tout pur excuſer ſa Non-appearance que el puit, & donque pur admitter luy a faire un auter Excuſe, n'eſt reaſonable, quand el ad miſe luy ſur le prior.

2. Il ſerroit vain d'aver grant Petit Cape; car ſi ceo avoit eſtre agard, le Tenant puiſſoit aver dit riens al return de ceo en ceſt Caſe, mes que ſa Attorney fuit mort, remove, ou en Priſon, mes el ad confeſs tout ceo d'eſtre auterment per ſa demurrer al Challenge; Car les parols del Challenge ſont, que le Tenant *habet Attornatum in placito prædict.* donque el demurrant a ceo Challenge, confeſs ceo.

Obj. Mes il ad eſtre object que el ne fuit en Court pur ceo purpoſe a ſaver ſa default, mes ſolement pur reſponder al Challenge, & pur ceo auter proceſs devoit iſſuer.

Reſp. L'Eſſoyne ject fuit tiel que il ne puiſſoit eſtre adjudge al jour a que il fuit ject, pur ceo que le Tenant puiſſoit monſtrer aſcun bon Cauſe a maintainer l'Eſſoyne, & pur ceo la fuit neceſſity que l'Eſſoyne ſerroit adjorne, & un auter jour done al parties, al intent que el averoit un opportunity pur ſaver ſa Default, & iſſint eſt 12 *H.* 4. 14. & 14 *H.* 4. 6. & ſi nul jour ad eſtre done, il avoit eſtre Error, 2 *R.* 3. *fo.* 36. & ceſt jour eſt done pur nul auter purpoſe mes que le Tenant averoit opportunity a ſaver ſon Default.

Accordant a ceo, le Tenant en ceſt Caſe avoit jour done a luy, & a ceo jour el appiert per ſon Attorney & demur al Challenge, & conſequentment el donque appiert pur ſaver ſa Default; car ſi ſa Demurrer avoit eſtre adjudge bon, el avoit ſave ſa Default.

3. Il avoit eſtre abſurd d'Agarder Petit Cape en ceſt Caſe; car il appiert que le Tenant appeara per Attorney en meſme le Term en que Judgment fuit done, pur que il eſt impoſſible que el fairoit default en meſme le Term, quia tout le Term n'eſt forſque un jour en Ley, & pur ceo nul Petit Cape devoit iſſuer, mes Judgment

ment de ſeiſin. 7 *H*. 4. 19. a. *Bro. Tit. Default* 18. Car per le Petit Cape, il eſt touts foits ſuppoſe que le party eſt hors de Court, quand en verity le Tenant en ceſt Caſe fuit en Court, & pur ceo il ſerroit abſurd d'agarder Petit Cape, come eſt dit per *Saunders* C. J. en *Williams* & *Grayme*'s Caſe, 2 *Saun*. 45. quel Caſe, quant a ceſt purpoſe, eſt meſme le Caſe ove le Caſe en Queſtion.

3. La ſont diverſe Authorities & Reſolutions, en Caſes de Defaults devant iſſue, queux poent eſtre reſemble al Caſe en queſtion. 12 *H*. 4. 14. b. Il eſt reſolve *per tot. Cur*. que ſi un Tenant en un real Action, devant appearance, ſoit Eſſoyne del Service del Roy, & fiſt Default al prochein jour, un grand Cape ſerra agard, pur ceo que il poit ſaver ſon Default; Mes ſil appiert, & ne monſtre ſon garrant, il perdra la terre.

14 *H*. 4. 12. En *Quare Impedit* le Plaintiff fuit Eſſoyne, quel fuit challenge quia le Plaintiff avoit un Attorney en le Plea. *Hankford* en ceo Caſe done le rule en ceſt manner. Voſtre Challenge ſerra enter, & donque al jour que le Demandant ad per l'Eſſoyne, vous monſtrez le matter, & ſi ceo ſoit trove, vous averez un Brief al Eveſque; car ore il doit que l'Eſſoyne ſoit adjorne; mes il ne ſerra adjudge, pur ceo que poit eſtre que l'Attorney eſt remove, & meſme la Ley eſt del part le Tenant ou Defendant.

21 *Aſſ. Pl*. 17. En Formedon, le Caſe eſt long, mes eſt meſme ove le Caſe en Queſtion, mes ſolement la eſt nul Demurrer, ne Iſſue; & en ceo Caſe coment que fuit object que le Tenant avoit fait ſolement un Default, uncore en regard que il appear al jour done per l'Eſſoyne, & il fuit trove que il avoit un Attorney, & il fuit en Court, & ne puit ſaver ſon Default, fuit reſolve que ſeiſin del Terre ſerra agard.

Et ceo fuit ſur Brief d'Error que fiſt l'Authority pluis fort; & ſi ſerra iſſint ſur un Default devant Iſſue join, *a multo fortiori*, il doit eſtre iſſint apres Iſſue join.

Et pur Authorities que Judgment final ſerra done pur un common Default apres le miſe join, la eſt un multitude de Authorities. 13 *H*. 4. 8. b. 3 *H*. 6. 2. 9 *E*. 4. 34. *Bro. Tit. Droit*. 7. *Tit. Judgment* 151, 152, 228, 245, 252. *Fitz. Judgment* 99, 129, 141, 154, 163, 196. *Dy*. 98, 103. ouſter l'Opinion del Sñr *Coke*, 1 *Inſt*. 295. b. contrary al *Penryn*'s Caſe, *Co*. 5. 85. b.

Mes le Caſe en queſtion eſt pluis fort, car ceſt Caſe eſt nient ſolemt' apres Iſſue joine, mes apres un Eſſoyn & un Challenge a ceo Eſſoyn, & un Demurrer a ceo Challenge, quel ad eſtre over-rule per le Judgment del Court, iſſint que il ad eſtre tout le ſolemnity pur ſaver ceſt Default, que poit eſtre.

Et de les Reſolutions en caſe d'un Brief de droit, poit eſtre collect, que ſi Judgment poit eſtre done ſur un Non-appearance apres le miſe join en un Brief de droit, que eſt le pluis fatal & peremptory Judgment, vers que la eſt nul remedy ſi non per Brief d'Error (come eſt devant monſtre) *a multo fortiori*, apres Iſſue join en un Action que n'eſt cy fatal, pur ceo que la eſt remedy vers tiel Judgment per un auter Action.

Et pur auter Authorities que ceſt Judgment eſt bien done,

La eſt 2 *Cro.* 35. *Willoughby* & *Egerton*'s Caſe, lou en Formedon port en *Cheſter*, Le Tenant apres Iſſue join ſur le return del *Ven. Fa.* ne appearoit, & Judgment de ſeiſin fuit la done; ſur Brief d'Error, Exception fuit priſe al Judgment, quia ne fuit *quod recuperet per defaltam*, mes l'Exception fuit over-rule & le Judgment affirm.

En le Regiſter de original Briefs *fol.* 114. *a.* ſi un Tenant en *Precipe quod reddat* (que neſt un brief de droit & pur ceo meſme ove le Caſe en queſtion) ſoit eſſoin, & le Demandant & ſon Attorney per covin enter eux cauſe un Entry ſur Record d'eſtre fait que le Tenant ad un Attorney, per Reaſon de quel l'eſſoin eſt Challenge, & eſteant trove iſſint, Judgment de ſeiſin eſt done vers le Tenant, al jour done per leſſoine, pur ceſt Diſceit & Practice le Tenant avera un brief de Diſceit, le form de quel eſt en le Regiſter *ubi ſupra*, & in *F. N. B.* 99. Et ceo eſt un plain Authority que le Judgment en ceſt caſe eſt bien done, car de ceſt brief poet eſtre inferr que Judgment de ſeiſin done en tiel Caſe eſt bien done; car ſi ſoit erroneous, donque le ordinary Remedy per brief d'Error avoit eſtre ſufficient, & le brief d'Error avoit eſtre cy effectual come brief de Diſceit, come appiert per les Judgments en *Raſt. Tit.* Diſceit. Mes Judgment final de neceſſity devoit eſtre done en ceo caſe en le Regiſter, quia il appearoit per le Record que il que eſſoigna luy meſme, avoit un Attorney; Mes quia il realment avoit nul Attorney, mes un garrant d'Attorney fuit fraudulentment file per le Demandant, & pur ceo le Tenant avoit perde ſa terre, pur ceo reaſon le dit brief de Diſceit fuit frame pur ſon Remedy.

Quant al Authorities cite del auter part, touts les Caſes queux ne font mention de Eſſoins ject, challenge, & overrule, poet eſtre admit. Et iſſint auſſi de aſcuns Caſes lou Grand ou Petit cape ad iſſue ſans Debate, quia paſſe ſub ſilentio; mes les 2 primer Caſes en 1 *E.* 3. queux ont eſtre cite vers le Judgment font directment pur ceo.

Le primer eſt que apres le miſe joine en un brief de droit l'action fuit diſcontinue per le demiſe del Roy; ſur le Reſummons le Tenant feſoit un common Default, & ſur ceo un Grand cape fuit agard, come doit eſtre; car le Reſummons ſolement revive le primer Original, & donque il fuit ſolement come un Default al return del Original, mes le livre proceed en ceſt manner. *Et fuit dit que apres le miſe join un Petit cape iſſera*; Mes per que fuit dit, *non conſtat*; Mes nient obſtant, le caſe en le Cloſe dit que il ad eſtre auterment uſe, quia le Demandant ſur tiel Default avera ſeiſin.

Le prochein caſe en 1 *E.* 3. cite del auter part eſt expreſs, que ſi devant appearance un eſſoine eſt ject & Challenge pur ceo que le Tenant ad un Attorney, & al jour del Adjornment le Tenant n'appiert, que un Grand cape iſſera (quel poet eſtre admit) Mes, come le livre ouſter dit, ſi le Tenant adonque appiert & ne poet ſaver ſon Default, il perdra la terre, & ceo eſt un expreſs Authority de noſtre part.

Le Caſe de 3 *H.* 4. ad eſtre cite auſſi del auter part. En un brief de Dower le Tenant vouche, & al return del *ſequatur ſub ſuo periculo* le Tenant eſt eſſoine, & al jour done per l'eſſoine le Tenant fiſt Default, la fuit dit per le Councel del Demandant que le Tenant ne puit ſaver ſon Default, & uncore ſolement un Petit Cape fuit agard. Mes la n'eſt aſaun reaſon pur tiel reſolution. Mes nient obſtant, ceo Caſe ne fiſt encounter le caſe en Queſtion. Car il appiert per 45 *E.* 3, 19. *Pl.* 19. & 11 *H.* 4. 72. & *Kelway* 41. que quand le Tenant en tiel caſes appiert, le Demandant avera Judgment vers luy, & en noſtre caſe la fuit un Appearance apres le primer Default, & iſſint eſt un difference enter les caſes.

Le caſe de 9 *H.* 5. 12. ne affect ceſt Caſe, car le Diſpute la fuit ſolement lequel un eſſoine ject pur un Tenant apres iſſue join en *Dum fuit infra ætatem*, venoit eins en due temps, & pur adviſer de ceo le Court adjorna la Matter del Debate, & al jour del Adjornment le Court quaſh l'eſſoin, & agard un petit Cape, & bien, car *Weſtbury* accounſel ove le Demandant pria ſolement un Petit cape, & il ne priant pluis, il ne fuit Error a granter ceo.

Le caſe de 11 *H.* 4. 87. eſt de petit Authority a ceſt Purpoſe; car il n'eſt en effect pluis que ſi en Formedon un eſſoin eſt ject pur un come Attorney del Tenant, lou un auter eſt ſon Attorney, que en ceo Caſe leſſoin ſerra adjorn, mes nemy adjudge (quel eſt agree;) Et voier eſt que *Thirning* dit ouſter, que ſi al prochein jour ſoit trove que le Tenant avoit un auter Attorney, que tornera al un Default & que petit Cape iſſera, mes nient meins le Caſe dit ouſter que, pur doubt, l'Attorney que fuit eſſoin maintenant *apparuit* & demanda le View.

Et la eſt un material difference enter ceſt Caſe & touts les Caſes cite del auter part en Reſpect del Demurrer en ceſt Caſe.

Quant al Objections fait per lauter part.

Object. Il ad eſtre object que la fuit nul Default en le Tenant tanque il fuit adjudge un Default, & per ceo le party fuit miſe hors de Court, & pur ceo doit eſtre recall per proceſs.

Reſp. Il eſt d'eſtre agree que quand le Court ad adjudge l'eſſoin inſufficient, le Tenant eſt miſe hors de Court, mes *non ſequitur* que il doit eſtre recall, car quand l'eſſoin fuit adjudge inſufficient, en Judgment del ley el ad fait un inexcuſable Default ſur le jour en que leſſoin fuit ject, & Judgment eſt d'eſtre done come ſur un Default a ceo jour, & iſſint eſt le Judgment done en ceſt Caſe.

Ouſter, ſi ceo ſoit un reaſon pur que proceſs iſſera, ceo reaſon ſervera *in infinitum*, car ſi ſur proceſs le Tenant vient, & monſtre nul cauſe pur excuſer ſon Default, il eſt per ceo miſe hors del Court, & donque per meſme le reaſon novel proceſs iſſera: Et il ſerroit fort abſurd pur un Court a miſer le Tenant hors del Court pur un Default, & immediatement per proceſs recaller luy.

Object. Il ad eſtre dit auſſi que le Tenant appearoit al jour done ſur l'eſſoin & pur ceo el ne puit eſtre dit a faire Default,

Reſp. Mes le Reſpons a ceo eſt que l'appearance del Tenant adonque fuit de nul effect mes ſolement pur intitler le Demandant al Judgment. Car il eſt d'eſtre confeſs que ſi el navoit appear, Judgment devoit d'eſtre ſtay tanque proceſs avoit iſſue ſur ceſt return.

Object. Le grand favour auſſi que la ley monſtre al perſons en le poſſeſſion de lour Inheritances ad eſtre urge per lauter part, & que la ley ad provide diverſe fences & Guards pur ceo.

Reſp. Quant a ceo il doit eſtre confeſs, que en ancient temps pluſieurs & grand dilatories fueront allow al Tenants en real Actions, mes cy male uſe fuit fait de eux, que le delay de Juſtice per eux devenoit infinite, come (pur Inſtance en un) per fourcher per eſſoin, & pur ceo diverſe Statutes ont eſtre fait per abridger & reſtrayner eux.

Mes ſoit ceo iſſint ou nemy, le favour que le Tenant ore claime ne fuit unques allow, & pur ceo le Court ne voile inſtituer un novel delay, car delays ont eſtre touts foits diſcourage per les Judges 2 *Inſt. fo.* 137.

Object. Un auter Objection que ad eſtre fait, eſt, que ſi ceſt Judgment eſtoiera, il ſerra grandment prejudicial a ceſty en reverſion, que ſerra debarre per ceo a defender ſon title.

Reſp. Il n'appiert al ceſt Court que la eſt aſcun reverſioner d'eſtre receive, car le point en queſtion per le iſſue, eſt, lequel le fine levy per Sir *Samuel Sleigh* fuit al uſe del Tenant pur ſa vie, remainder al Sir *Sam.* en fee, ou ſolement al uſe de Sir *Sam.* en fee. Mes admittant que il appearoit que le Tenant avoit ſolement un Eſtate pur vie, uncore ceo ne vitiate le Judgment; car il appiert que les Demandants ſont Heirs del reverſion en fee; mes ſi ne ſeroit iſſint, il fuit le folly del Tenant que el ne voet introducer le reverſioner per aid prier, & fuit le folly del reverſioner auſſi que il ne voet vener eins voluntariment, & prier d'eſtre receive: Ouſter, il ne fuit en le Power des Demandants a compeller luy d'eſtre receive; mes nient obſtant, le Prejudice n'eſt fort grand, car quand ſa reverſion veigne en Poſſeſſion, il ad remedy per un auter Action.

Et iſſint il, aiant purſue le method propoſe en le Comencement de ſon Argument, pric que le Judgment done en *C. B.* ſeroit affirme. Et le Judgment fuit affirme per tout le Court, & le principal Reaſon fuit, que quand le Tenant ad ject un eſſoine, & ceo eſt Challenge, & la eſt un Demurrer a ceo, le Tenant ad ceo affirme & avowe, & ceo eſteant turn al un Default, ceſt Default apres Appearance eſt peremptory; mes entant que eſſoine poet eſtre ject per un eſtranger, ſi le Caſe uſt eſtre tiel, le Tenant doit aver ceo diſavowe & averre *quod nunquam fecit ſe eſſoniari, Co. Ent.* 225. 14 *H.* 4, 14. 12 *H.* 4, 14. Auſſi le miſchief del grand delay fuit un grand motive al Court en lour Judgment.

Hodges v. *Nicholas.*

En Brief de Error en Camera Scaccarij ſur Judgment en *B. R.* pur *Nicholas* Pl. v. *Hodges* Def.

Wearg.

Placita in Camera Scaccar' apud Weſtm̄ coꝛam Willielmo Mountague capital' Baron' Scaccar' Dnī Regis ac de gradu de la Coyſe acetiam Edwardo Atkins Mil' Willielmo Gregoꝛy Mil' & Thoma Streete Mil' tribus aliis Baronibus de Scaccario Dnī Regis p̄dict ac de gradu de la Coyſe die Sabati viceſimo quarto die Januarij anno regni Dnī Caroli ſecundi Dei Gꝛā Angl' Scot Franc & Hibernie Regis fidei defenſoꝛis &c. triceſimo ſexto.

Uuuuu Dominus

Le Brief de Error.

Dominus Rex mandavit dilecto & fideli ſuo Georgio Jeffreys Mil' & Barronet' Capital' Juſtic' Domini Regis ad placita coram ipſo Rege exiſteñ tenend' aſſign' breve ſuum Cliñ in hec verba; Carolus ſecundus Dei Gratia Anglie Scotie Francie & Hibernie Rex Fidei Defenſor &c. dilecto & fideli noſtro Georgio Jeffreys Mil' & Bart' capital' Juſtic' noſtro ad placita coram nobis tenend' aſſigñ ſalutem Cum in ſtatuto in Parliamento Dn̄e Elizabethe nuper Regine Angl' apud Weſtm̄ viceſimo tertio die Novembris anno regni ſui viceſimo ſeptimo tent' edit' int' cetera inactitat' fuit Autoritate ejuſdem Parliamenti quod ubi aliquod Judicium ad aliquod tempus extunc poſtea reddit' foret in Cur' de Banco Regis in aliqua ſecta aut accōne debiti detencoñ convencoñ Compot' Action' ſuper caſu' ejeccon' firme aut tranſgr' prim' inchoat' aut prim' ibm̄ inchoand' p̄terea tantu' ubi Nos forem' pars pars querens aut defendens cont' quam aliquod tle Judicium reddit' foret ad ſuam eleccōnem proſequi poteſt extra Cur' Cancellar' ſpiale breve de Errore deviſand' in dca' Cur' Cancellar' capital' Juſtic' dicte Cur' de Banco Regis pro tempore exiſten' dirigend' mandan' illi cauſare dictum Recordum ac omnia concernen' dictum Judicium transferend' coram Juſtic' de Comuni Banco & Baronibus de Scaccario in Camer' Scaccar' ibm̄ examinand' per dictos Juſtic' de Co' Banco & Barones predictos Qui quidem Juſtic' de Co' Banco & tales Barones de Scaccario qui ſunt de gradu de la Coyfe aut ſex illorum ad minus virtute ejuſdem actus ſuperinde plenam poteſtat' & authoritat' hebunt examinand' omnes tal' Errores quales aſſign' aut invent' fuerint in aut ſuper aliquod tale Judicium & ſuperinde reverſare aut affirmare dictum Judicium prout lex requireret pret'quam p erroribus aſſign' aut inveniend' p aut concerneñ Juriſdiccōnem p̄dicte Cur' de Banco Regis aut aliquem defcu' forme in aliquo brevi retorn' querela billa declaracon' aut in alio placito proceſſu veredicto aut procedencia quibuſcunque Et quod poſtquam dictum Judicium affirmat' aut reverſu' fuit dictum recordum ac omnia illud concernen' in dictam Cur' de Banco Regis removend' & reducend' erunt ubi talis ulterior proceſſus ſuperinde fiat tam p execucōne quam aliter prout pertinebit ſicut in dicto ſtatuto plenius continetur Ac quia in recordo & proceſſu aceciam in reddicōne Judicij loquele que fuit in Cur' noſtra coram nobis p billam int' Thomam Nicholas & Samuelem Hodges de placito convencon' fract' ut dicitur Error int' venit manifeſtus ad grave dampnu' ipſius Samuelis ſicut ex querela ſua accepim' qui quidem Error nullo modo tangit

nos

git nos aut Juriſdiccōnem p̄d Cur̄ noſtre de Banco Regis predict aut aliquem defcu̇ forme in aliquo brevi retorn' querela billa declaracon' aut in alio placito proceſſu veredicto aut ꝓcedenc' quibuſcunq; ut accepim⁹ Nos igitur volentes errorem ſi quis fuerit juxta formam ſtatuti predicti corrigi & partibus predictis plenam & celerem Juſticiam fieri in hac parte vobis mandamus q̇d ſi Judicium inde reddit' ſit tunc recordum & proceſſum predict cum omnibus ea tangen' coram dictis Juſtic' de Com̄ Banco & Baronibus de Scaccario noſtro p̄dicto in Cameram Scaccarij noſtri predict die Sabati videlt viceſimo quarto die Januarij prox' futur̄ venire fac' ut dicti Juſtic' & Barones viſis & examinat̄ recordo & ꝓceſſu predict ulterius inde fieri fac̄ quod de Jure & ſcdm̄ formam ſtatuti p̄dicti fuerit faciend' Teſte meipſo apud Weſtm̄ tertio die Decembris anno regni noſtri triceſimo ſexto.

Recor̄d & proceſſus p̄dict cum omnibus ea tangen' de quib⁹ in br̄e p̄dcō fit mencō ſequuntur in hec verba ſſ. Placita coram Dnō Rege apud Weſtm̄ de Termino Paſche anno regni Dnī Caroli ſecundi nunc Regis Anglie &c. triceſimo quarto Rotlo. 379.

Le Returne.

Midd' ſſ. Memorand̄ q̇d alīs ſcilt Termino Paſche ult̄ preterito coram Dnō Rege apud Weſtm̄ ven' Thomas Nicholas per Henricum Doughty Attorn' ſuū Et protulit hic in Cur̄ dicti Dnī Regis tunc ibm̄ quandam billam ſuam verſus Samuelem Hodges in cuſtod̄ Marr' &c. de placito convencon' fract̄ Et ſunt Pleg' de proſequend̄ ſcilt Johannes Doe & Ricardus Roe que quidem billa ſequitur in hec verba ſſ. Midd' ſſ. Thomas Nicholas queritur de Samueli Hodges in cuſtod̄ Marr' Mareſc' Dnī Regis coram ipſo Rege exiſten' de placito convencon' fract̄ ꝓ eo videlt q̇d cū per quoddam ſcriptū articuloꝝ agreamenti indentat̄ fact̄ concluſ̄ & agreat̄ apud Paroch̄ Sancti Pauli Covent Garden in Com̄ p̄dicto viceſimo nono die Januarij anno regni Dnī Caroli ſecundi nunc Regis Anglie &c. viceſimo octavo ac menconat̄ fore fact̄ int̄ predictum Thomam Nicholas per nomen Thome Nicholas de Parochia Sancti Pauli Covent Garden in Com̄ Midd̄ Sciſſor' ex una parte & predict Samuelem Hodges & Mariam uxorem ejus per nomina Samuelis Hodges de eadem Paroch̄ Sciſſoris & Marie uxoris ex altera parte cujus quidem ſcripti articuloꝝ agreamenti alteram partem ſigillo ipſius Samuelis ſigillat̄ geren' dat̄ eiſdem die & anno idem Thomas hic in Cur̄ ꝓfert teſtat̄ exiſtit quod convent̄ articulat̄ & agreat̄ fuit ac per idem ſcriptum articuloꝝ agreamenti convent̄ articulat̄ & agreat̄ fuit per & int̄ dictas partes articulis p̄dictis modo

Narr. Sur Articles enter le Pl. *Nicholas* & le Def. *Hodges* & *Mary* ſa feme pur un Copartnerſhip enter le Pl. *Nicholas* & la dit *Mary*, en le Trade d'un *Man-Taylor*

Nota, que ſont pluſieurs bon & uſeful Cov. en ceux Art. Mes ceux ſolement queux concern ceſt Caſe ſont expreſs en le Margin. Cov. pur Copartnerſhip pur 4 ans, en le meſe donc en poſſeſſion de dit *Hodges* & ſa feme. Que les Partners aver' le uſe de certain parts del Meſe del Def. *Hodges*.

& foꝛma ſequen' videlt q̄d ꝑ permiſſon̄ Dei quedam occupac̄o unit & participac̄o foꝛet ꝓſecut & negociat Anglice ſhould be carried on and managed int dict Thomam Nicholas & pꝛedict Mariam Hodges in occupac̄one arte ſive miſterio Sciſſoꝛis ꝑ hominibus Anglice the Trade of a Mans Taylor pꝛo & duran' pleno tempoꝛe & ſpacio quatuoꝛ annoꝝ computand a viceſimo quinto die Decembꝛis tunc ult p̄terit ante dat' ſcripti articuloꝝ agreamenti pꝛedicti infra domum adtunc in poſſeſſione pꝛedicti Samuelis & Marie Hodges ſituat in quodam vico vocat Bedford-ſtreete infra Parochiam Sancti Pauli Covent Garden' pꝛedict ſi pꝛedict Thomas Nicholas & Maria Hodges tam diu viverent Et quod ipſe p̄dict Thomas Nicholas & pꝛedict Maria Hodges uterentur conaminibus ſuis maximis negotiando & ꝓſequendo p̄dict occupac̄onem unit Anglice Joint-trade Et haberent ꝓ ꝓſequendo pꝛedict occupac̄onem unit ad eoꝝ integrũ uſũ ſhopam romeam ſciſſoꝛiam Anglice vocat le Cutting-room & ceneaculũ Anglice the Parlour cum conclavib⁹ in eiſdem romeis exiſten' parcell' domus p̄dict ꝓ uſu ipſoꝝ pꝛedict Thome Nicholas & Marie Hodges in occupac̄one ſciſſoꝛis ꝓut eadem antetunc nuper uſa fuiſſent & non alit Et pꝛedict Samuel' Hodges & Maria uxoꝛ ejus per ſcriptum articuloꝝ agreamenti pꝛedicti convenet conceſſer' & agreaver' ad & cum pꝛedict Thoma Nicholas quod ipſe pꝛedict Thomas Nicholas h̄eret teneret & gauderet ad uſũ ſuũ ꝓpr' omnes romeas & cameras tunc in poſſeſſione cujuſdam Doctoꝛis Balloon videlt omnes romeas ſuper pꝛimũ gradũ Anglice all the firſt Floot ad intracoñ tam oſtij poſterioꝛis quam oſtij anterioris ac Culinam & Cellar' ſubt gradus Anglice below Stairs exiſten' al' parcell' domus pꝛedict duran' quatuoꝛ annis pꝛedict ſi ipſa eadem Maria tam diu viveret ad & ꝓ annuali reddit unius grani piperis ſolvend' p̄fat Samuel Hodges & Marie uxoꝛi ejus ſuper viceſimum quintũ diem Decembꝛis in quolibt anno ſi idem requiſit foꝛet Et q̄d ipſi pꝛedict Samuel' Hodges & Maria uxoꝛ ejus vel eoꝝ ſupervivent' ad finem pꝛedicti termini quatuoꝛ annoꝝ vel al' citioꝛis determinacon' articuloꝝ pꝛedict ad requiſicon' miſ & cuſtag' ipſius pꝛedict' Thome Nicholas aſſignarent vel aſſignaret dimiſſion' Anglice the Leaſe pꝛedicte domus mancōnalis ipſoꝝ Samuelis & Marie & totũ jus titulũ intereſſe & terminũ annoꝝ adtunc ventur clam̄ & demand ipſoꝝ Samuelis & Marie & cujuſlibt eoꝝ de in & ad eandem domũ p̄fat Thome Nicholas executoꝝ adminiſtratoꝝ vel aſſign' ſuis quas quidem aſſignacoñ dimiſſion' domus ipſe pꝛedict Thomas Nicholas Executoꝛes ſive aſſignati ſui caperent & acceptarent ac adtunc ſitit' ſigillaret ſive ſigillarent aut alteram partem Anglice a Counter-part aſſignacon̄ pꝛedict vel aliquod aliud ſcriptū ipſis pꝛedict Samuel' Hodges & Marie uxoꝛi ejus ſive ſupervivent̄i eoꝛundem ad indempnificand' ipſos Samuelem & Mariam Executoꝛes & Adminiſtratoꝛes ſuos & bon' & ſtat ſua de & ab reddit & convenconibꝰ in dicta dimiſſione reſervat & content Et p̄dict Samuel' Hodges & Maria uxoꝛ ejus ꝓ ſeipſis ulterius convener' ꝓmiſer' & agreaver' ad & cum p̄fat Thoma Nicholas ꝑ ſcriptū articuloꝝ agreamenti pꝛedicti quod ab & poſt expirac̄on' dictoꝝ quatuoꝛ annorum vel citior' determinacon' articuloꝝ pꝛedict ipſi pꝛedict Samuel' Hodges & Maria uxoꝛ ejus aut alt eoꝝ ad aliquod tempus ſive tempoꝛa directe vel indirecte non intercederent vel ſolicitarent Anglice ask aliquam ſive aliquas perſonam ſive perſonas que adtunc fuer' cuſtumar' Anglice Cuſtomers vel durant dict' coparticipacon' foꝛent Cuſtumar' Anglice Cuſtomers ipſis p̄fat Thome Nicholas & Marie Hodges in occupac̄one ſciſſoꝛis ꝓ hominibus p̄dict ꝓ eoꝝ operibꝰ vel Cuſtumar' Anglice Work and Cuſtom nec operarent aut facerent ad eaſdem aut pꝛo eiſdem aut aliquo ſeu aliquibꝰ eoꝛundem aut ꝓ eoꝝ aut alicujus eoꝝ ſervientibꝰ veſtiment ꝓ habit' alicujus generis ſive veſtes Anglice wearing Garments nec ꝑ eoꝝ ſive alterius eoꝝ acta ſive media ꝓcurarent aliquam ſive aliquas al' perſonam vel perſonas ad aliqua opera faciend' ad vel pꝛo aliquibus pꝛedict Cuſtumar' vel eoꝝ ſervientibꝰ ſed' impenderent ſummam ſuam diligenc' Anglice ſhould do the utmoſt q̄d ipſi aut alt eoꝝ potuit aut poſſit ad transferend' occupac̄onem unit pꝛedict Anglice to turn the ſaid Joint-trade & omnes Cuſtumar' qui tunc exiſtebant vel ad aliquod tempus durant participacon pꝛedict foꝛent Cuſtumar' ipſis coparcenariis pꝛedict ipſi pꝛedict' Thome Nicholas ſolum̄odo Et ulterius ꝑ ſcriptum articuloꝝ agreamenti pꝛedicti agreat' fuit ꝑ & int dcas̄ partes articulis pꝛedictis q̄d ipſe p̄dcus̄ Thomas Nicholas exiſten' ꝑſona ſolum̄odo capax negotiandi & exercendi p̄dict occupacon unit' heret caperet & reciperet ad uſum ſuum ꝓpr' plenam & juſtam ſummam quinquagint libꝛaꝝ ꝑ annum ex claris ꝓficuis que ſurgerent e p̄dca occupac̄one abſq; aliquo compō p̄fat' Samueli Hodges & Marie uxoꝛi ejus aut alt eoꝝ ꝓinde reddend̄ Et q̄d reſiduum p̄dict claroꝝ ꝓficuoꝝ ex eadem occupac̄one ſurgen necnon omnia expens̄ Anglice Diſburſements & ſolucon eidem ſpectan & appurtinen hit & recept foꝛent ſuſtent & ſolut' per ipſos p̄dcos̄ Thomam Nicholas & Mariam Hodges equalit ꝓpoꝛconabilit Anglice ſhare and ſhare alike Et q̄d ipi ſemel quolibt ſemianno ſcilt ſuper viceſimum quartū diem Junij cōit vocat Midſummer & viceſimum quintum diem Decembꝛis cōit

Cov. de *Hodges* & ſa feme nemy a Solliciter aſc' Cuſtomers pur lour Cuſtom, apres l'expiration de les 4 ans. Et que ils ne ouvreront pur eux, &c. Que ils uſer' lour endeavour a tranſferrer les Cuſtomers, &c. al Pl. *Nicholas.*

cōit̄ vocat' Chriſtmas in quolibt anno durañ dcō termino computarent Anglice ſhould caſt up eoꝛum libꝛos vocat' Shop-books & facerent & collibꝛarent computa omnium eoꝝ recepcoñ debitoꝝ & denar' expenſ̄ Anglice Disburſements q̄d neutra dictaꝝ partiū detineret vel ſervaret dcum̄ libꝛū vel dict̄ libꝛos compi ſeipſi vel ſeipſis ab alterutro eoꝝ poſtquam idem liber foꝛet requiſit' vel iidem libꝛi foꝛent requiſit' ꝑ alteram partem ſive ejus vel illius Executoꝛes Adminiſtratoꝛes vel aſſigñ ad obſtruend' vel impediend' comput̄ p̄dict̄ ſed' q̄d p̄dict̄ libꝛi & acquietanc' ad omnia tempoꝛa durañ coparticipacōne p̄dict̄ pducerentur & uſi foꝛent in Cōd ꝑ alterutrū partiū pꝛedict̄ Executoꝛes Adminiſtratoꝛes & Aſſign' ſuos Et ſi Deo placeret quod p̄dict̄ Thomas Nicholas vel p̄dict̄ Maria Hodges accideret moꝛi duran' tempoꝛe coparticipacoñ ſue p̄dict̄ q̄d tunc ſuperviven' eoꝝ infra unū menſem ꝓx' ſequen' tal' deceſſū ut pꝛefat' faceret verū & Juſtū compū Executoꝛibꝰ vel Adminiſtratoꝛibꝰ illius vel ipſius ſic moꝛieñ ſi ill' requiſit' foꝛet de omnibus eoꝝ recepconibꝰ debit̄ ſive expenſ̄ Anglice Disburſements humoi Executor' vel Adminiſtrator' pꝛius dant̄ ſecuritat' ꝑ ſolucoñ uñ medietat̄ debitoꝝ qui per coparticipes p̄dict̄ contraherentur refereñ Anglice relating occupacōnem & coparticipacōnem ipſoꝝ Thome & Marie p̄dict̄ Et ulterius per ſcriptū articuloꝝ agreamenti p̄dicti convent̄ & agreat̄ fuit per & int̄ omnes dictas partes articulis pꝛedcis̄ q̄d ipſe p̄dict̄ Thomas Nicholas ad beneplitū ejus caperet & reciperet in ſervicio ſuo vel relaxaret vel extraponeret a ſervicio ſuo aliquem ſervientem ſive aliquos ſervientes operatoꝛem ſive operatoꝛes Anglice Journey-man or Journey-men abſqʒ conſenſu p̄dict̄ Marie Hodges (ſervien' domeſticis qui tunc fuer' apud annual' ſtipend̄ & appꝛentic' except̄) Quodqʒ neuter eoꝝ dictoꝝ coparticipator' duran' eoꝝ coparticipacōne pꝛedict̄ heret caperet ſervaret & manuteneret aliquem al' ſervien' ſub convencon' Anglice Covenant-ſervant vel appꝛenticiū ad operand' & negotiand' in pꝛedicta occupacōne unit' al' quam tal' qual' ipſi vel eorum alter' adtunc huit ſive huer' ſine aut contra conſenſū & appꝛobacōnem Anglice good liking alterius eoꝛum Et inſuper ꝑ ſcriptū articuloꝛum agreamenti pꝛedicti convent' & agreat' fuit ꝑ & int' pꝛedictas partes articulis pꝛedictis quod nec pꝛedict̄ Thomas Nicholas nec pꝛedict' Samuel Hodges nec Maria Hodges uxoꝛ ejus ad aliquod tempus duran' Termino eoꝛum coparticipacon' p̄dict̄ intraret vel deveniret obligat̄ aut deveniret manucapt' ſeu ſecuritat' ad cū vel pꝛo aliqua perſona vel aliquibꝰ perſonis quibuſcunqʒ ſive ꝑ aliquam obligacon' billam vel oꝛetenus aut alit' quocunqʒ ꝓ aliquibꝰ debis̄ cauſa

Que le un ne deteiner' de l'auter les livres de Account.

Cov. que nul Debt ſerra contract per un party ſans le conſent del auter.

materia vel re quacunqꝫ ſive quibuſcunqꝫ ultra & ſuper valorem quinqꝫ librarum ſterling’ in tot’ abſqꝫ ſpiali licenc’ conſenſu vel agreamento altutriuſqꝫ eorum ſub ejus ipſius vel eorum manibus prius hit’ & obtent’ in ſcriptis Et p̄terea per ſcriptū articulorum agreamenti predict’ convent’ conceſſū concluſū & plenar’ agreat’ fuit per & int’ dictas partes articulis predict’ qđ ipſe predict’ partes Executores & Adminiſtratores ſui ad finem dicti Termini quatuor annorum vel ad citiorem determinacon’ p̄dict’ coparticipacon’ quod primo & ꝓx’ accideret facerent plenum clarum ꝑfectum & finalem computū & racic̄on’ Anglice reckoning int’ ipſos alt’ cū altero eorum de & ꝓ omnibꝰ eorum debit’ mercimon’ lucris & omnibus alijs rebus quibuſcunque concernen’ p̄dict’ occupac̄onem aut coparticipac̄onem predict’ & adtunc facerent plenam & equalem particon’ & diviſionem int’ ipſos de omnibus denar’ mercimon’ & comoditat’ adtunc de vel ad eorum occupac̄onem predict’ appertinen’ & adtunc ſimiliter facerent tam juſtam & equalem partic̄onem ſive diviſion’ debitorum per libros ſive ſummas monete ipſis debit’ ut coparticipibus ſuper ſcriptum obligatorium bill’ vel alit’ ut fieri poſſint ac poſt tal’ partic̄onem vel diviſionem debrorum ut prefertur ipſe predicte partes videl’t predict’ Thomas Nicholas & Maria Hodges vel p̄dict’ Samuel Hodges ꝓ & ex parte ejuſdem Marie aut Executorū vel Adminiſtratorū p̄dict’ Thome Nicholas & Marie Hodges aleam jactarent ꝓ ipſius vel ipſorum eleccon’ tal’ diviſion’ Et pars ſive partes cui vel quibus altiſſima alea Anglice the higheſt Dyce contigeret h̄eret ejus illius vel illorum elecc̄onem inde congruent’ abſque aliquo clam’ vel ulteriori pretextu alterius perſone Et q̄d poſt tal’ diviſionem & elecc̄onem fact’ ipſe predicte partes Executores & Adminiſtratores ſui authorizaret & authorizarent alt’ alterum eorum ꝓſequi & recuperare Anglice to ſue for and recover debit’ predict’ a ſeperalibꝰ partibus per quas eadem debita ſic debit’ forent per tale ſcriptum vel ſcripta qual’ per conſiliū erudit’ adviſaretur Et ulterius per ſcriptū articulorum agreamenti p̄d’ agreat’ fuit int’ eaſdm’ partes eidem ſcripto Et predict’ Samuel Hodges ꝓ ſeipſo Executoribꝫ & Adminiſtratoribꝫ ſuis articulavit convenit & agreavit ad & cū predicto Thoma Nicholas per idem ſcriptū quod ipſe predict’ Samuel Hodges duran’ dicto Termino coparticipacon’ predict’ non int’poneret vel aliquibus modis quibuſcunqꝫ concernaret ſeipſum cū negociac̄one Anglice the Management dicte occupacon’ ſciſſoris pro hōibus alit’ quam fore p̄ſen’ tal’ tempore qual’ computac̄ones int’ partes predict’ collibrarentur Anglice at the making even their Accounts & fore onerabilis ad ſatisfaciend̄ un’ medietat’ detrimenti vel ad recipiend' un' medietat' lucri exinde ſurgen' vel ꝓvenien' ac deniq; agreat' fuit per & int' dictas partes ad ſcriptū articulorum agreamenti p̄dicti ad & ante ſigillac̄onem & deliberacon' inde quod nulla alia perſona nec aliq; alie perſone ſed ſolumodo predict' Thomas Nicholas forent negotiat' ſive negotiat' foret in p̄dicta romea ſciſſoria duran' Termino eorum coparticipacon' niſi tal' perſona ſive tal' ꝑſone ad quam vel quas p̄dict' Thomas Nicholas & prefat' Maria Hodges agrearent & conſentirent Anglice ſhould agree and conſent to ꝓut ꝑ ſcriptū articulorum agreamenti predicti int' alia pleniꝰ liquet & apparet Et p̄dict' Thomas Nicholas dic' q̄d licet predicta Maria vixit ꝑ tot' p̄d' quatuor annos in ſcriptis articulorum agreamenti p̄dicti ſuperius ſpec' & adhuc ſuperſtes & in plena vita exiſtit videlt apud Paroch Sancti Pauli Covent Garden' p̄dict' Ac licet idem Thomas Nicholas a tempore confeccon' ſcripti predicti articulorum agreamenti predicti bene & fidelit' hucuſq; obſervavit performavit ꝑimplevit & cuſtodivit omnia & ſingula convencon' conceſſion' & agreament' in ſcripto articulorum agreamenti p̄dicti ſuperius ſpec' ex parte ſua obſervand' ꝑformand' ꝑimplend' & cuſtodiend' ſcd̄m vim formam & effcū articuloꝝ p̄dict' ꝓteſtandoque q̄d p̄dict' Samuel & Maria non obſervaver' ꝑformaver' ꝑimplever' & cuſtodiver' nec eoꝝ alter obſervavit ꝑformavit ꝑimplevit & cuſtodivit aliqua convencon' conceſſion' ſeu agreament' in p̄dicto ſcripto articuloꝝ agreamenti ſuperius ſpec' ex parte ipſius Samuelis vel ipſoꝝ Samuelis & Marie obſervand' ꝑformand' ꝑimplend' & cuſtodiend' ſcd̄m formam & effcū ſcripti articuloꝝ agreamenti p̄dict' in facto idem Thomas dic' q̄d p̄dict' Samuel & Maria poſt confeccon' ſcripti articuloꝝ p̄dict' ac ante expirac̄onem p̄dict' quatuor annoꝝ in articulis illis ſpecificat' ſcilt triceſimo die Julij anno regni dicti Dni Regis nunc viceſimo nono apud Paroch Sci Pauli Covent Garden p̄dict' in Com' p̄dicto non permittebant nec eoꝝ alter permittebat p̄dictum Thomam ad exercend' & negociand' p̄dict' occupacon' ſciſſorum ꝓ hōibus in coparticipacon' int' ipſum Thomam & p̄fat' Mariam in p̄dicta occupac̄one arte vel miſterio de ſciſſore ꝓ hōibus infra p̄dicta domum que tempore confeccon' ſcripti articuloꝝ agreamenti predicti fuit in occupac̄one p̄dict' Samuelis & Marie ſed predict' Samuel & Maria predict' Thomam ad exercend' & negotiand' p̄dict' occupacon' in coparticipac̄one int' p̄fat' Thomam & Mariam in p̄dict' occupac̄one arte vel miſterio de ſciſſore ꝓ hōibus infra p̄dictam domum infra p̄dict' quatuor annos in p̄dicto ſcripto articulorum agreamenti ſuꝑius menconat' videlt p̄dicto triceſimo die Julij anno regni dicti Dni Regis nunc viceſimo nono

Breach. Que le Def. *Hodges* & ſa feme ne permit le Pl. a exerciſer le trade en le dit meſe.

nono ſupradicto ac diverſis diebus & vicibus int' p̃dict' triceſimum diem Julij anno regni dicti Dnĩ Regis nunc viceſimo nono ſupradicto & viceſimum quartũ diem Junij anno regni dicti Dnĩ Regis nunc triceſimo ſecundo apud Paroch̄ Sancti Pauli Covent Gardeñ p̃dict' in Com̃ p̃dicto omnino impediver' & alter eorum impedivit Ac predict' Daniel & Maria a p̃dicto triceſimo die Julij anno regni dicti Dnĩ Regis nunc viceſimo nono ſupradc̃o uſque p̃dcum viceſimum quartũ diem Junij anno regni dicti Dnĩ Regis nunc triceſimo ſcd̃o ſupradc̃o recuſaver' & denegaver' ꝑmittere p̃dcum Thomam Here ad integrũ uſum ipſius Thome cum p̃fat' Maria in ꝓſequend' p̃dict' occupac̃onem in coparticipac̃one p̃dict' Shopam romeã ſciſſoriam & Ceneaculũ cũ conclavibus in eiſdem romeis exiſteñ parcell' domus p̃dict' ꝓ uſu ipſoꝝ Thome & Marie in occupac̃one ſciſſoris ꝓ hõibus ſicut eadem ante confeccoñ ſcripti articuloꝝ agreamenti p̃dicti tunc nuper uſa fuiſſent Et idem Thomas ulterius in facto dic' q̇d ipſi p̃d' Daniel & Maria poſt confeccoñ ſcripti articuloꝝ agreamenti p̃d̃ & poſt expirac̃onem p̃d̃ quatuor annorum in eodem ſcripto articulorum agreamenti menconat' ſcil't primo die Januarij anno regni dicti Dnĩ Regis nunc triceſimo tercio videl't apud Paroch̄ Sancti Pauli Covent Garden in Com̃ p̃d̃ intercedebant & ſollicitabant & alter eoꝝ intercedebat & ſollicitabat prenobilem Carolũ Dnũ Herbert filiũ & hered̃ appareñ p̃nobilis Henrici Marchioñ de Wigorñ & Will'um Mannocke Barr' ac diverſas alias ꝑſonas que duraũ p̃d' coparticipac̃one p̃d̃ occupacoñ ſciſſoris ꝓ hominibus int' p̃d' Thomam & Mariam fuiſſent Cuſtumar' Anglice Cuſtomers p̃d̃ Thome & Marie in p̃d̃ occupacoñ ſciſſoris pro hõibus ꝓ eorum opere & negotio Anglice Cuſtom in p̃d̃ occupac̃one ſciſſoris ꝓ hõibus Et p̃d̃ Thomas ulterius in facto dic' q̇d p̃d̃ Daniel & Maria poſt confecc̃onem ſcripti articulorum agreamenti p̃d̃ & poſt expiracoñ p̃d̃ quatuor annorum in eodem ſcripto menconat' ſcil't primo die Januarij anno regni dicti Dnĩ Regis nunc triceſimo ſecundo & diverſis diebus & vicibus int' p̃d̃ primum diem Januarij anno regni dicti Dnĩ Regis nunc triceſimo ſecundo ſupradicto & primum diem Aprilis anno regni dicti Dnĩ Regis nunc triceſimo quarto ad & pro pred̃ p̃nobili Carolo Dnõ Herbert & p̃d̃ Willielmo Mannocke ac ad & pro diverſis alijs ꝑſonis qui duraũ p̃d̃ Termino Coparticipacoñ int' p̃d̃ Thomam & Mariam fuiſſent Cuſtumar' p̃d̃ Thome & Marie in p̃d̃ occupac̃one ſciſſoris ꝓ hõibus Anglice Trade of a Mans Taylor in eadem occupac̃one de ſciſſore ꝓ hõibus operat' & negotiat' fuer' ac ꝓ eis & eorum ſervientibus diverſas veſtes & diverſa veſtimenta diverſorum generum ad corpora hominum

2. Breach. Que le Def. & ſa feme ne permit le Pl. d'aver le uſe del Shop &c.

3. Breach. Que le Def. & ſa feme apres les 4 ans ſollicit diverſe Cuſtomers, &c. pur lour Cuſtom.

4. Breach. Que le Def. & ſa feme apres les 4 ans ouvreront pur diverſe des Cuſtomers, &c.

5. Breach. Que le Def. & ſa feme apres les 4 ans n'ont uſe lour diligence a transferrer al Pl. les Cuſtomers, &c. Mes il perde diverſe Cuſtomers per le procurement del Def. &c.

veſtiend̃ operat' fuer' & fecer' videlt apud Parochiam Sancti Pauli Covent Garden̄ p̃d in Com̃ p̃d Ac ipſi p̃d Daniel & Maria poſt expiracõnem p̃d quatuor annorum in ſcripto articulorum agreamenti p̃d ſuperius mencõnat' ac poſt determinacõnem p̃d coparticipacõn int' p̃d Thomam & Mariam non impender' ſummam ſuam diligentiam ad transferend̃ occupacõnem ipſorum Thome & Marie p̃d in Coparticipacõne & omnes Cuſtumar' qui tempora confeccõn ſcripti articulorum agreamenti pred̃ ac ad alia tempora poſt confeccõnem ſcripti articulorum agreamenti p̃d ac infra eoſdem quatuor annos in eodem ſcripto articulorum mencõnat' fuiſſent Cuſtumar' p̃d Thome & Marie in ipſorum occupacõne Coparticipacõn p̃d p̃fat' Thome ſolumodo ſed ipſi Daniel' & Maria poſt determinacõnem pred̃ quatuor annorum in articulis p̃d mencõnat' necnon poſt determinacõn Coparticipacõn p̃d int' ipſos Thomam & Mariam ſcilt viceſimo quinto die Marcij anno regni dc̃i Dñi Regis nunc triceſimo tertio apud Paroch̃ Sancti Pauli Covent Garden̄ p̃d in Com̃ p̃d ꝑ inſtigacõnes inſinuacõnes ſollicitacõnes conamiñ & ꝓcuracõnes ipſorum Danielis & Marie ꝓpr' tam p̃d Carolum Dñm Herbert & Willielm̃ Mannocke Barr' quam diu̾ſas alias dc̃i Dñi Regis nunc ſubdit' qui ante ac infra tempus Coparticipacõn p̃d int' p̃d Thomam & Mariam in p̃d occupacõne ſciſſoris ꝓ hõibus Cuſtumar' p̃d Thome & Marie in occupacõn illa extitiſſent a retinendo ac exercendo Anglice employing p̃d Thomam in p̃d occupacõne ſciſſoris ꝓ hominibus diverti & ſubſtracti fuer' videlt apud p̃d Paroch̃ Sancti Pauli Covent Garden̄ in Com̃ p̃d

6. Breach. Que la feme del Def. deins les 4 ans, &c. priſt hors de poſſeſ' de Pl. diverſe livres en particular relatant al Trade, &c. Et ad refuſe a deliver eux al Pl. ſur requeſt d'aver eux peruſe. Mes detain eux, &c.

Quodq; p̃d Maria poſt confeccõnem ſcripti articulorum agreamenti p̃d ac infra p̃d quatuor annos in p̃d ſcripto articulorum agreamenti ſpecificat' ſcilt decimo die Auguſti anno regni dc̃i Dñi Regis nunc viceſimo nono ſupradc̃o apud Paroch̃ Sancti Pauli Covent Garden p̃d in Com̃ p̃d diverſos libros de & concernen̄ p̃d occupacõnem de ſciſſore ꝓ hõibus in Coparticipacõne int' p̃d Thomam & Mariam videlt uñ librũ debitorum vocat' le Caſh-Book un̄ aliũ librũ vocat' le Day-Book & uñ aliũ librũ vocat' le Caſh-Book a poſſeſſione p̃d Thome cepit ac licet eadem Maria poſtea ſcilt viceſimo die Auguſti año regni dc̃i Dñi Regis nunc viceſimo nono ſupradc̃o apud Paroch̃ Sancti Pauli Covent Garden̄ p̃d in Com̃ p̃d ꝑ eundem Thomam requiſit' fuit ad deliberand̃ p̃d' libros p̃fat' Thome ac ad ꝑmittend' eundem Thomam libros illos inſpicere & ꝑlegere p̃dc̃a tamen Maria libros p̃d' ult' mencõnat' eidem Thome deliberare ſeu ad ꝑmittend' eundem Thomam libros illos inſpiciend' ſive ꝑlegend' apud Paroch̃ Sancti Pauli Covent Garden̄

den p̄d in Com̄ p̄d omnino recuſavit ac pꝛed Maria eoſdem libꝛos in poſſeſſione ſua a poſſeſſione ipſius Thome contra voluntat ipſius Thome a pꝛed viceſimo die Auguſti anno regni dc̄i Dn̄i Regis nunc viceſimo nono ſupꝛadicto uſq; viceſimū diem Septembꝛis anno regni dc̄i Dn̄i Regis nunc viceſimo nono ſupꝛadicto apud paroch Sc̄i Pauli Covent-Garden pꝛed in Com̄ pꝛed' detinuit Ita q̄d idem Thomas inſpectionem & plectionem in libꝛis illis & in ſeperalib⁹ compis̄ concernen̄ p̄d occupacon̄ unit in coparticipacone inter ipm̄ Thomam & ipam̄ Mariam ut p̄fertur in libꝛis illis content ꝑ temp⁹ ult mencōnat habere non potuit

7 Breach. Que la Feme al auter temps ad priſe & detein les dits livres.

Nōq; p̄d Maria poſtea ac ante determinacōnem pꝛed coparticipacon̄ inter p̄d Thomam & pꝛefat Mariam in pꝛed' occupacōne de ſciſſoꝛe ꝑ hominib⁹ pꝛed ſcilt decimo die Auguſti anno regni dc̄i Dn̄i Regis nunc triceſimo apud paroch Sc̄i Pauli Covent-garden p̄d in Com̄ pꝛed pꝛed tres libꝛos ult mencōnat a poſſeſſione ipſius Thome cepit ac licet eadem Maria poſtea ſcil't decimo quinto die Auguſti anno regni dc̄i Dn̄i Regis nunc triceſimo ſupꝛadicto apud paroch Sc̄i Pauli Covent-Garden pꝛed in Com̄ pꝛed ꝑ eundem Thomam requiſit fuit ad deliberand libr illos pꝛefat Thome & ad permittend p̄d' Thomam ad inſpiciend & perlegend eoſdem p̄dict tamen Maria libꝛos p̄dc̄os ult mencōnat eidem Thome deliberare ſeu ad ꝑmittend eundem Thomam libꝛos illos inſpiciend' ſive perlegend' apud paroch Sc̄i Pauli Covent-Garden p̄dict in Com̄ pꝛedc̄o omnino recuſavit ac p̄dc̄a Maria eoſdem libꝛos ult mencōnat in poſſeſſione ſua a poſſeſſione ipſius Thome contra voluntatem ipſius Thome a p̄dc̄o decimo quinto die Auguſti anno regni dc̄i Dn̄i Regis nunc triceſimo ſupꝛadicto uſqꝫ pꝛimū diem Decembꝛis anno regni dc̄i Dn̄i Regis nunc triceſimo ſupꝛadicto apud paroch Sc̄i Pauli Covent-Garden p̄dict in Com̄ p̄dc̄o detinuit Ita quod idem Thomas inſpectionem aut perlectionem in libꝛis illis & in ſeperalibꝫ compis̄ concernen̄ p̄dict occupacōnem unit in coparticipacōne inter ipm̄ Thomam & p̄dict Mariam ut p̄fertur in libꝛis illis content ꝑ tempus ult mencōnat habere non potuit

8 Breach. Que la Feme al auter temps ad priſe & deteine les dits livres.

Nō ꝛ p̄dc̄a Maria poſtea ac ante determinacōnem p̄d' coparticipacon̄ inter p̄d' Thomam & pꝛefat Mariam in p̄dc̄a occupacōne de Sciſſoꝛe ꝑ hominibꝫ p̄dict ſcilt viceſimo die Junij anno regni dc̄i Dn̄i Regis nunc triceſimo pꝛimo apud paroch Sc̄i Pauli Covent-Garden p̄dict in Com̄ p̄dict p̄dict tres libꝛos ult mencōnat a poſſeſſione ipſius Thome cepit ac licet eadem Maria poſtea ſcilt viceſimo quinto die Junij anno regni dc̄i Dn̄i Regis nunc triceſimo pꝛimo ſupꝛadicto apud paroch Sc̄i Pauli Covent-Garden pꝛedict in Com̄ pꝛedict per eundem Thomam requiſit fuit ad deliberand' libꝛos illos pꝛefat Thome ac ad ꝑmittend' pꝛedict Thomam ad inſpiciend' & perlegend' eoſdem pꝛedict tamen Maria libꝛos pꝛedict ult mencõnat eidem Thome deliberare ſeu ad ꝑmittend' eundem Thomam libꝛos illos inſpiciend' ſeu ꝑlegend' apud paroch Sc̃i Pauli Covent-Garden pꝛedict in Com pꝛedict omnino recuſavit ac pꝛedict Maria eoſdem libꝛos ult mencõnat in poſſeſſione ſua a poſſeſſione ipſi9 Thome contra voluntatem ipſius Thome a pꝛedicto viceſimo quinto die Junij anno regni dc̃i Dñi Regis nunc triceſimo pꝛimo ſupꝛadicto uſq; viceſimu diem Octobꝛis anno regni dc̃i Dñi Regis nunc triceſimo pꝛimo ſupꝛadicto apud paroch Sc̃i Pauli Covent-Garden pꝛed' in Com pꝛed' detinuit Ita quod idem Thomas inſpeccon aut ꝑlectionem in libꝛis illis & in ſeperalib9 compis concernen' pꝛedict occupaconem unit in coparticipacone inter ipm Thomam & pꝛedict Mariam ut pꝛefertur in libꝛis illis content ꝑ tempus ult mencõnat habere non potuit Nec pꝛedict Daniel Hodges duran' pꝛedcõ termino coparticipacon' pꝛed' inter ipſos Thomam & Mariam ſcilt viceſimo die Octobꝛis anno regni dc̃i Dñi Regis nunc triceſimo ſecundo ſupꝛadict apud Paroch Sc̃i Pauli Covent-Garden pꝛed' in Com pꝛed' abſq; aliqua licenc' conſenſu ſive agreament pꝛedict Thome ſub manu ipſius Thome habit vel obtent deveniebat indebit' cuidam Petro Humes de paroch Sc̃i Martini in Campis in Com pꝛed' Gen' in ſumma denar' ultra & ſupꝛa ſummam quinque libꝛarum in toto ſterlingoꝛum videlt in ſumma centum libꝛarum legalis monete Anglie ꝓ tant' denar' ſumma ꝑ ipm Danielem de eodem Petro antetunc mutuat' ꝓ recuperacone cujus quidm ſumme ult mencõnat p̃dict Petrus Humes poſtea ſcilt termino Sc̃i Michaelis anno regni dc̃i Dñi Regis nunc triceſimo tertio ſupdicto exhibuit quandam billam ſuam verſus p̃d Danielem ꝑ nomen Danielis Hodges de paroch Sc̃i Pauli Covent-Garden in Com Midd Gen hic in Cur' dc̃i Dñi Regis coꝛam ipſo Rege (eadem Cur' apud Weſtm in Com p̃d adtunc exiſten') ſuper quo pꝛedict Daniel ſine licenc' conſenſu ſive agreament ipſius Thome accon' p̃d Petri pꝛed ꝓ debo pꝛed adtunc & ibm hic eadem Cur' cognoſcebat & confitebatur ac ſupinde adtunc & ibm conſ fuit ꝑ eandem Cur' tunc hic qd p̃d Petrus recuperaret verſus pꝛefat Danielem pꝛed debm centum libꝛarum necnon viginti ſex ſolid ꝓ dampnis ſuis que ſuſtin' tam occone detencon' debi illius quam ꝓ miſ & cuſtag' ſuis ꝑ ipm circa ſectam ſuam in ea parte appoſit ꝓut ꝑ recoꝛd Judic' illius hic in Cur' remanen' plenius liquet ſuper quo quidem Judicio poſtea ſcilt viceſimo nono die Novembꝛis anno regni dc̃i Dñi Regis nunc triceſimo ſecundo ſupꝛadicto apud Weſtm pꝛed in

Com

9 Breach. Que le Def. ad contract un Debt al un *H.* de 100 l. ſans le conſent del Pl. &c.

Que le dit *H.* pur le recovery del dit Debt, port ſon Action vers le Def.

Et le Def. confeſs le Action. Judgment pur *H.*:

Fieri facias agard ſur le Judgment.

Com̄ pꝛed quoddam bꝛē dcī Dñi Regis ꝓſecut̄ & emanat̄ fuit e Cur̄ dc̄i Dñi Regis nunc hic direct̄ tunc Vic̄ Com̄ Midd̄ pꝛed ꝑ qd̄ quidem bꝛē idem Dñus Rex eidem tunc Vic̄ Com̄ Midd̄ pꝛed p̄cepit q̇d de bonis & catallis pꝛed Danielis Hodges in Ballia ejusdem Vic̄ fieri faceret pꝛed centū libꝛas de debo quas pꝛed Petrus in foꝛma pꝛed recuperavit ꝟſus eum necnon pꝛed viginti & ſex ſolid̄ qui eidem Petro in foꝛma pꝛed adjudicat̄ fuer̄ ꝓ dampn' miſ̄ & cuſtagijs ſuis pꝛed' unde idem Daniel convict̄ fuit & denar̄ ill' haberet coꝛam eodem Dnō Rege apud Weſtm̄ die Lune ꝓx' poſt Octabas Sc̄i Hillarij extunc ꝓx' ſequen' ad reddend' pꝛefat̄ Petro de debo & dampn' pꝛed' in foꝛma pꝛed' recuperat̄ p̄textu cujus quidem bꝛevis quidam Slingsbey Bethel Ar̄ & Henr̄ Coꝛniſh Ar̄ adtunc Vic̄ Com̄ Midd' pꝛed' poſtea ac duran' pꝛed' termino coparticipacon' pꝛed' inter ipſos pꝛed' Thomam & Mariam ac ante pꝛed' retoꝛn' bꝛevis p̄d' ſcil't decimo die Januarij anno regni dict̄i Dñi Regis nunc triceſimo ſecundo ſupꝛadict̄ apud paroch Sc̄i Pauli Covent-Garden pꝛed' in Com̄ pꝛed' ꝑ ꝓcuracōnem & conſenſu pꝛed' Danielis & Marie ꝓpr̄ in tunc domo tunc mancōnali pꝛed' Thome ſcituat̄ in paroch Sc̄i Pauli Covent-Garden pꝛed' in Com̄ pꝛed' intraver̄ ac diꝟſa bona & catalla ipſius Thome ꝓpr̄ ad valenc̄ centū libꝛarū in domo illa adtunc exiſten' levaver̄ & in execucōne ceper̄ ac bona & catalla illa ꝑ magnū tempus videlt ꝑ ſpaciū duodecim dierū extunc ꝓx' ſequen' in manib; & cuſtod' ipſoꝝ Slingsbey Bethel & Henr̄ Coꝛniſh adtunc Vic̄ Com̄ Midd' ut pꝛefertur exiſten' detinuer̄ & cuſtodiver̄ videl't apud paroch Sc̄i Pauli Covent-Garden pꝛed' in Com̄ pꝛed' Et ſic idem Thomas dic̄ q̄d pꝛed' Daniel licet ſepius requiſit̄ &c. convencon' ipſius Danielis pꝛed' eidem Thome in foꝛma pꝛed' fact' non tenuit ſed pꝛed' Daniel & Maria convencōnem ill' injuſte infreger' & alter eoꝝ convencōnem illam injuſte infregit ac ill' ei tenere pꝛed' Daniel hucuſq; omnino contradixit & adhuc contradic̄ unde idem Thomas dic̄ q̇d deterioꝛat' eſt & dampnū habet ad valenc̄ duarū mille libꝛarū Et inde ꝓduc̄ ſectam &c.

Les biens del Pl. priſe ſur le dit *Fi. fa.*

Barr.

Et modo ad hunc diem ſcil't diem Mercurij ꝓx' poſt Quinden' Paſche iſto eodem termino uſq; quem diem pꝛed' Daniel habuit licenc̄ ad billam pꝛed' interloquend' & tunc ad reſpondend' &c. coꝛam Dño Rege apud Weſtm̄ ven' tam pꝛed' Thomas Nicholas ꝑ Attoꝛn' ſuū pꝛed' quam pꝛed' Daniel ꝑ Francū Woodward Attoꝛn' ſuū Et idem Daniel defend' vim & injur' quando &c. Et dic̄ q̄d pꝛed' Thomas Nicholas accōnem ſuam pꝛed' inde ꝟſus eum habere ſeu manutenere non debet quia quoad fracc̄on' convenc̄on' pꝛed' in non ꝑmittendo pꝛefat' Thomam Nicholas ad exercend' & negotiand' pꝛed' occupac̄onem Sciſſoꝛis ꝑ hominibꝫ in coparticipac̄one pꝛed' inter ipm̄ Thomam & pꝛefat' Mariam in pꝛedc̄a occupac̄one arte vel miſterio de Sciſſoꝛe ꝑ hominibꝫ infra pꝛed' domũ que tempoꝛe confecc̄on' ſcripti articuloꝛũ agreamenti pꝛed' fuit in occupac̄one pꝛed' Danielis & Marie ſuperius fieri ſuppōit' idem Daniel Hodges dic' q̄d ipſi iidem Daniel & Maria non impedivēr' nec eoꝛũ alter impedivit pꝛed' Thomam Nicholas ad exercend' vel negotiand' pꝛed' occupacon' in coparticipac̄one pꝛed' inter pꝛed' Thomam & Mariam in pꝛed' occupac̄one arte vel miſterio de Sciſſoꝛe ꝑ hominibꝫ infra domũ pꝛed' ꝑ pꝛed' tempus in narrac̄one pꝛed' ſuperius in ea parte ſpec' vel ꝑ aliquod ſpaciũ tempoꝛis inde modo & foꝛma ꝓut pꝛed' Thomas Nicholas ſuperius in ea parte narrando ſuppoſuit Et de hoc pon' ſe ſup ꝑriam Et pꝛed' Thomas Nicholas inde ſilit' &c. Et quoad fracc̄onem convencon' pꝛed' in recuſando & denegando ꝑmittere pꝛed' Thomam Nicholas habere ad integrũ uſum ſuũ cum eadm̄ Maria in ꝓſequend' pꝛed' occupac̄onem in coparticipac̄one pꝛed' ſhopam romeam Sciſſoꝛiam & ceneaculũ cum conclavibus in eiſdem romeis exiſten' parcell' domus pꝛed' ꝑ uſu ipſoꝛũ Thome & Marie in occupac̄one Sciſſoꝛis ꝑ hominibꝰ ſuperiꝰ fieri ſuppōit' ipē pꝛed' Daniel dic' q̄d ipſi pꝛed' Daniel & Maria non recuſaver' vel denegaver' nec eoꝛũ alter recuſavit vel denegavit permittere pꝛefat' Thomā Nicholas habere ad integrũ uſum ſuũ cum eadem Maria pꝛed' ſhopam romeam Sciſſoꝛiam & ceneaculũ cum conclavibus parcell' domus p̄d ꝑ uſu ipſoꝝ Thome & Marie in p̄d occupac̄one ſciſſoꝛis ꝑ hominibꝫ ꝑ p̄d tempus in narracon̄ p̄d ſuperius in ea parte ſpecificat' vel ꝑ aliquod ſpaciũ tempoꝛis inde modo & foꝛma ꝓut pꝛed' Thomas Nicholas ſuperiꝰ in ea parte ſilit' narrando ſuppoſuit Et de hoc ſilit' pon' ſe ſup ꝑriam Et p̄d' Thomas inde ſilit' &c. Et quoad fraccon' convencon' p̄d' in intercedendo & ſollicitando p̄d' ſeperales ꝑſonas exiſten' cuſtumar' pꝛed' Thome & Marie duran' coparticipacon' ſua in pꝛed' occupac̄one ſciſſoꝛis ꝑ hominibꝫ ꝓ eoꝝ opere & negotio in eadem occupac̄one ſciſſoꝛis ꝑ hominibꝰ per narracon̄ ſuperiꝰ per ipm̄ Danielem & Mariam fieri ſuppōit' ipē idem Daniel dic' q̄d ipē pꝛed' Daniel vel pꝛed' Maria ad aliquod tempus poſt expirac̄onem coparticipac̄on' pꝛed' inter ipſos Thomā & Mariam non interceſſer' vel ſollicitaver' nec eoꝛũ alter interceſſit ſeu ſollicitavit pꝛefat' Carolum Dñum Herbert & Will'm Mannock vel eoꝛum alter̄ vel aliquam al' perſonam vel aliquas perſonas quaſcunqꝫ que fuiſſent cuſtumar' ipſoꝛum Thome & Marie duran' coparticipacon' eoꝛum pꝛed' ꝓ opere & negotio

alicujus

Al 1 Breach, Que le Def. & ſa Feme *non impediverunt* le Pl. & iſſue ſur ceo.

Al 2 Breach, Que ils ne deny a permitter le Pl. d'aver le uſe del Shop, &c. & iſſue ſur ceo.

Al 3 Breach, le Def. deny ceo, & offer un iſſue, &c. & la eſt Demurrer a ceo.

alicujus eoꝛundem cuſtumar' in pꝛed̄ occupacon̄ ſciſſor' ꝓ hominib⁹ nec ꝓ aliquo humoi cuſtumar' vel eoꝛum ſervient' in eadem occupacōne ex interceſſione vel ſollicitacon̄ ipſoꝝ Danielis & Marie vel eoꝝ alterius quoviſmodo operat' vel negociat' fuer' in confeccon̄ aliquoꝝ veſtiū vel veſtiment' ꝓ aliquo humoi cuſtumar' vel ſervien̄ ſuis modo & foꝛma ꝓut pꝛed̄ Thomas Nicholas ꝑ narracōnem ſuam p̄d ſuꝑius in ea parte ſilit' ſuppoſuit Et de hoc ſilit' pon̄ ſe ſuꝑ pꝛiam̄ Et quoad fraccōnem convencon̄ p̄d in non impendendo ſum̄am diligenc' ipſ̄ Danielis & Marie poſt expiracōnem coparticipacōnem p̄d ad tranſfetend p̄fat' Thome Nicholas occupacōnem ipſoꝝ Thome & Marie p̄d in eadem coparticipacon̄ & cuſtumar' eoꝝ p̄d tempoꝛe confeccon̄ p̄d ſcripti articuloꝝ vel ad aliquod tempus duran' coparticipacon' p̄d ſuperius fieri ſuppōit' ipſe idem Daniel dic' q̄d ipſi p̄d' Daniel & Maria vel eoꝛum alter ad aliquod tempus poſt expiracōnem p̄d' coparticipacon' hucuſq; non requiſit' fuer' vel eoꝛum alter requiſit' fuit ad exequend' p̄miſſa p̄d' ult' ſuperius ſpecificat' Et hoc idem Daniel parat' eſt verificare unde pet' Judicm̄ ſi p̄d' Thomas Nicholas accōnem ſuam p̄d' inde verſus eum habere ſeu manutenere debeat &c. Et quoad fraccon' convencon' p̄d' in divertendo & ſubtrahendo p̄d' cuſtumar̄ ipſoꝛum Thome & Marie vel aliquem eoꝛum a retinendo & exercendo p̄d' Thomam in p̄d' occupacon' ſciſſoꝛis ꝓ hominibus duran' coparticipacon' ipſoꝛum Thome & Marie pꝛed' exiſten' poſt determinacon' coparticipacon' ill' ꝑ aliquas inſtigacōnes inſinuacōnes ſollicitacōnes conacōnes vel ꝓcuran' ipſoꝛum Danielis & Marie ſuperius fieri ſuppōit' ipſe pꝛed' Daniel dic' q̄d ipſi pꝛed' Daniel & Maria vel eoꝛum alter non quoviſmodo divertebant vel ſubſtraxer̄ aliquos pꝛed' cuſtumar̄ ipſoꝛum Thome & Marie a retinendo vel exercendo pꝛed' Thomam in occupacōne ſciſſoꝛis ꝓ hominibus poſt determinacōnem coparticipacon' inter pꝛed' Thomam & Mariam pꝛed' modo & foꝛma ꝓut pꝛed' Thomas ꝑ narracōnem ſuam inde pꝛed' ſuperius inde ſuppoſuit Et de hoc ſilit' pon' ſe ſuꝑ pꝛiam Et pꝛed' Thomas inde ſilit' &c. Et quoad pꝛed' fraction' convention' pꝛed' quoad caption' libꝛoꝛum in narration' pꝛed' ſuperius ſpecificat' a pꝛefat' Thoma ad coparticipation' pꝛed' referen' & ſpectan' necnon detention' eoꝛundem ab eodem Thoma ꝑ ſeperalia tempoꝛa in narracōne pꝛed' ſuperius in ea parte reſpective ſpecificat' ſuperi⁹ ſilit' fieri ſuppōit' ipſe pꝛed' Daniel dic' q̄d pꝛed̄ Thomas Nicholas de tempoꝛe in tempus ꝑ pꝛed' ſeꝑalia tempoꝛa in narracōne pꝛed' ſuꝑius in ea parte reſpective ſpecificat' apud paroch̄ Sci Pauli Covent-Garden pꝛed' habuit & habere potuit inſpection' & perlectionem pꝛed' ſeperalium libꝛoꝛum & eoꝛum cujuſlibet

Al 4 Breach, Il ceo deny & demurrer ſur ceo.

Al 5 Breach, Il plead, que il & ſa Feme ne fuer' unques requeſt &c.

Et que ils ne diverte aſc' Cuſtomers, &c. Et iſſue ſur ceo.

Al 6, 7 & 8 Breach, le Def. dit que le Pl. de temps en temps, &c. ad & puiſſoit aver le inſpection des livres, &c.

ad Coparticipation pd quovismodo referen ſpectan p ſeipſum vel p quendam Thomam Foſter ſervien ipſorum Thome & Marie & cuſtod' librorum p ipſos Thomam & Mariam ea intentione elect & appunctuat abſq; aliqua detentione librorum illorum ill' vel alicujus eorum p ipſam Mariam ab eodem Thoma p pred' ſeparalia tempora vel p aliquod ſpaciu temporis inde in narration pred' ſupius in ea parte ſimilit' reſpective ſpecificat modo & forma put pred Thomas p narrationem ſuam pred' ſupius in ea parte ſimilit' reſpective ſuppoſuit Et de hoc ſimilit' pon ſe ſup patriam Et quoad fraction Convention pred' quoad pd Judicium verſus ipſum Samuelem ad ſectam pfat Petri Humes contra formam & effcu pd ſcripti articulorum agreamenti in ea parte ſupius fieri ſuppōit ſicut pfertur hit & obtent necnon quoad executionem ſupinde emanat & pſecut in narr pd ſupius in ea parte ſpecificat idem Daniel Hodges dic qd pd Vic Midd virtute executionis illius non intravit in aliquam partem pd domus mantionalis pfat Thome Nicholas nec aliqua bona ſeu Catalla ipſius Thome in domo illa exiſten levavit vel in execucone cepit ſeu p aliquod ſpacm temporis eadem in manibus & cuſtod ſuis detinuit vel cuſtod' nec fuit idem Thomas occone pmiſſorum illorum ult ſuperius ſpecificat aliquo modo dampnificat cont formam & effcu pd' ſcripti articulorum agreamenti modo & forma put pd' Tho. Nicholas p narraconem ſuam pd' ſupius in ea parte ſimil ſuppoſuit Et de hoc ſimilit pon ſe ſup patriam Et pd Tho. inde ſimilit &c.

Al 9. Breach Il dit que le *Vic' de Midd'* ne enter en aſcun part del meſe del Pl. ne priſt ſes biens, &c.

Un Demurrer al ſeveral pleas en barre pleade al ſeveral Breaches aſſigne.

Et predict Thomas Nicholas dic quod placitum pred' Danielis quoad fraccon convencon pd' in intercedendo & ſollicitando pd' ſeperales perſonas exiſten' Cuſtumar pred' Thome & Marie duran Coparticipacone ſua in pd' occupacone ſciſſoris p hoibus p eorum opere & negotio in eadem occupacone ſciſſoris p hoibus in narracone pd' ſuperius ſpecificat ac quoad fraccon convencon pred' in non impendendo ſummam diligenciam ipſorum Danielis & Marie poſt expiracon' Coparticipacon' pd' ad transferend' pfat Thome Nicholas occupacon ipſorum Thome & Marie pd' in eadem Coparticipacone & Cuſtumar eorum pd' tempore confeccon pd' ſcripti articulorum agreamenti vel ad aliquod tempus duran Coparticipacon pred' in plito pred' Danielis pred' ſupius ſpecificat' ac quoad fraccon convencon pred' quoad capcon pred' librorum in narracone pred' ſuperius ſpecificat a pfat Thoma ad Coparticipacon pred' referen & ſpectan' necnon detencon eorumdem ab eodem Thoma p ſeperalia tempora in narracon pred' ſuperius in ea parte reſpective ſpecificat ſupius ſimilit fieri ſuppōit in barram accon ipſius Thome pd' quoad pd' fraccon' convencon convencoñ p̄d' in intercedendo & ſollicitando pꝛed' ſepales ꝑſonas exiſten' Cuſtumar' p̄d' Thome & Marie duran' Coparticipacon' ſua in pꝛed' occupac̄one ſciſſoꝛis ꝓ hōibus ꝓ eoꝛum opere & negotio in eadem occupac̄one ſciſſoꝛis ꝓ hōibus in narr' p̄d' ſupius ſpecificat' ac quoad fraccoñ convencoñ p̄d in non impendendo ſummam diligenciam ipſoꝛum Danielis & Marie poſt expirac̄onem Coparticipacoñ pꝛed' ad transferend' p̄fat' Thome Nicholas occupac̄onem ipſoꝛum Thome & Marie p̄d' in eadem Coparticipac̄one & Cuſtumar' eoꝛum p̄d' tempoꝛe confeccoñ p̄d' ſcripti articuloꝛum agreamenti vel ad aliquod tempus duran' Coparticipacon' p̄d' in plito p̄d' Danielis p̄d' ſuperius ſpec' Ac quoad fraccoñ convencoñ p̄d' quoad capcoñ p̄d' libꝛoꝛum in narr' p̄d' ſupius ſpecificat' a p̄fat' Thoma ad Coparticipac̄onem p̄d' referen' & ſpectañ necnon detencoñ eoꝛumdem ab eodem Thoma ꝑ ſeperalia tempoꝛa in narrac̄one pꝛed' ſupius in ea parte reſpective ſpec' ſupius ſilit' fieri ſuppōit' ſupius reſpective plitat' idem Thomas dic' q̄d plitum illud pꝛed' Danielis quoad pꝛed' fraccoñ convencoñ pꝛed' in intercedendo & ſollicitando pꝛed' ſepales ꝑſonas exiſten' Cuſtumar' pꝛed' Thome & Marie duran' Coparticipacon' ſua in pꝛed' occupac̄one ſciſſoꝛis ꝓ hōibus ꝓ eoꝛum opere & negotio in eadem occupac̄one ſciſſoꝛis ꝓ hōibus in narrac̄one p̄d' ſupius ſpecificat' ac quoad fraccon' convencon' pꝛed' in non impendendo ſummam diligenciam ipſoꝛum Danielis & Marie poſt expiracon' Coparticipacon' pꝛed' ad transferend' pꝛefat' Thome Nicholas occupac̄onem ipſoꝛum Thome & Marie in eadem Coparticipac̄one & Cuſtumar' eoꝛum pꝛed' tempoꝛe confeccoñ pꝛed' ſcripti articuloꝛum agreamenti vel ad aliquod tempus duran' Coparticipacoñ p̄d' in plito p̄d' Samuelis p̄d' ſuperius ſpecificat' ac quoad fraccoñ convencoñ p̄d' quoad capc̄onem pꝛed' libꝛoꝝ in narracoñ pꝛed' ſupius ſpecificat' a pꝛefat' Thoma ad Coparticipac̄onem pꝛed' referen' & ſpectan' necnon detencon' eoꝛundem ab eodem Thoma ꝑ ſepalia tempoꝛa in narrac̄one pꝛed' ſupius in ea parte reſpective ſpecificat' ſupius ſilit' fieri ſuppōſit' materiaqꝫ in eodem content' minus ſufficien' in lege exiſtit' ad ipſum Thomam ab acc̄one ſua pꝛed' v̄ſus ipſum Danielem quoad fraccon' convencon' pꝛed' pꝛedictoꝛum Danielis & Marie in intercedendo & ſollicitando pꝛed' Carolū Dnū Herbert & Willielmum Mannocke Barr' & alias ꝑſonas que duran' Coparticipac̄one p̄d' occupacon' ſciſſoꝛis ꝓ hominibus int' pꝛed' Thomam' & Mariam fuiſſent Cuſtumar' Anglice Cuſtomers pꝛed' Thome & Marie in pꝛed' occupac̄one ſciſſoꝛis ꝓ hominibus ꝓ eoꝛum opere & negotio Anglice Cuſtom in pꝛed' occupac̄one ſciſſoꝛis ꝓ hōibus ac quoad pꝛed' Danielem & Mariam operand' & negotiand' in pꝛed' occupacõne de ſciſſoꝛe ꝓ hõibus & operand' & faciend' diverſa veſtiment' diverſoꝛum generum ad coꝛpoꝛa homin' veſtiend' ꝓ pd̄ Carolo Dnō Herbert & pꝛed' Willielmo Mannocke ac ad & ꝓ diverſis aliis ꝑſonis qui duran' pꝛed' termino Coparticipacoñ int' pꝛed' Thomam & Mariam fuiſſent Cuſtumar' pꝛefat' Thome & Marie in pꝛed' occupacõne ſciſſoꝛis ꝓ hõibus poſt expiracõnem pꝛed' quatuoꝛ annoꝛum in ſcripto articuloꝛum agreamenti pꝛed' ſuꝑius menconat' diverſis diebus & vicibus in narracõne pꝛed' ſuꝑius ſpecificat' ac quoad pꝛed' fraccon' convencon' pꝛed' quoad non impendendo ſummam diligenciam ipſoꝝ Samuelis & Marie poſt expiracõnem Coparticipacon' pꝛed' ad transferend' occupacon' eoꝛum Thome & Marie pꝛed' in Coparticipacon' & omnes Cuſtumar' qui tempoꝛe confeccon' ſcripti articuloꝛum agreamenti menconat' fuiſſent Cuſtumar' pꝛed' Thome & Marie in ipſoꝛum occupacon' Coparticipacon' pꝛed' pꝛefat' Thome Nicholas ſolummodo ac quoad pꝛed' fraccon' pꝛed' convencon' quoad capcõnem pꝛed' ſeꝑalium libꝛorum ad participacõnem pꝛed' referen' & ſpectan' in narracõne pꝛed' ſuꝑius ſpec' a pꝛefat' Thoma necnon detencon' eoꝛundem ab eodem Thoma ꝑ ſeꝑalia tempoꝛa in narracõne pꝛed' ſuꝑius in ea parte reſpective ſpecificat' hend' ꝑcludend' ad quod quidem pl̄itum quoad ſeꝑalia mater' inde in hac replicacõne menconat' ꝑ pꝛed' Samuelem modo & foꝛma pꝛed' ſuꝑius pl̄itat' idem Thomas neceſſe non h̄et nec ꝑ legem terre tenetur aliquo modo reſpondere Et hoc parat' eſt verificare unde ꝓ defcu' ſufficien' reſpons' pꝛed' Daniel' ad ſeꝑal' mater' in narracõne pꝛed' ſpecificat' & in hac replicacõne ſuꝑius menconat' idem Thomas pet' Judicium & dampna ſua occõne fraction' pꝛed' ſeꝑal' Convention' pꝛed' Danielis in hac replicatione ſuꝑius particularit' mentionat' ſibi adjudicari &c.

Joinder en Demurrer.

Et pꝛed' Daniel' dic' q̄d ſeꝑalia pl̄ita ipſius Samuelis quoad fraction' pꝛed' Convention' pꝛed' in intercedendo & ſollicitando pꝛed' ſeꝑales ꝑſonas exiſten' Cuſtumar' pꝛed' Thome & Marie duran' Coparticipacon' ſua in pꝛed' occupatione ſciſſoꝛis ꝓ hõibus ꝓ eoꝛum opere & negotio in eadem occupatione ſciſſoꝛis ꝓ hõibus in narratione pꝛed' ſuꝑius ſpecificat' ac quoad fraction' Convention' pꝛed' in non impendendo ſummam diligentiam ipſoꝛum Danielis & Marie poſt expirationem Copaticipation' pꝛed' ad transferend' pꝛefat' Thome Nicholas occupatioñ ipſoꝛum Thome & Marie pd̄ in eadem Coparticipatione & Cuſtumar' eoꝛum pd̄ tempoꝛe confection' ſcripti articuloꝛum agreamenti vel ad aliquod tempus duran' Coparticipation' pd̄' in pl̄ito pd̄ Danielis pd̄ ſuꝑius ſpecificat' ac quoad fraction' Convention' p̄d̄ quoad caption' p̄d̄ liboꝛ' in narratione p̄d' ſuꝑius ſpecificat' a p̄fat' Thoma ad Coparticipationem p̄d' referen̄ & ſpectan̄ necnon detention' eoꝛundem ab eodem Thoma p̄d' ſeperalia tempoꝛa in narratione p̄d' ſuꝑius in ea parte reſpective ſpecificat' ſuꝑius ſi̇ꝛit' fieri ſuppōit' in Barram Action̄ p̄d' Thome p̄d' modo & foꝛma p̄d' ſuꝑius plitat' materiaqꝫ in eodem content' bon' & ſufficien' in lege exiſt' ad ipſum Thomam ab Actione ſua p̄d' verſus ipſum Danielem quoad p̄d̄ fraction' p̄d̄ Convention' p̄d̄ Danielis & Marie p̄d̄ in intercedendo & ſollicitando p̄d̄ Carolū Dnū Herbert & Willielmum Mannocke Barr' & al' ꝑſonas que duran̄ Coparticipation' p̄d̄ occupation' ſciſſoꝛis ꝓ hōibus int' p̄d̄ Thomam & Mariam fuiſſent Cuſtumar' Anglice Cuſtomers pꝛed' Thome & Marie in p̄d̄ occupatione ſciſſoꝛis ꝓ hōibus ꝓ eoꝛum opere & negotio Anglice Cuſtom in pꝛed̄ occupation' ſciſſoꝛis ꝓ hōibus ac quoad pꝛed̄ Danielem & Mariam opand̄ & negotiand̄ in pꝛed̄ occupatione de ſciſſoꝛe ꝓ hominibus poſt expiration' pꝛed' quatuoꝛ annoꝝ & opand̄ & faciend̄ diverſa veſtiment' diverſorum generum ad coꝛpoꝛa hominum veſtiend̄ ꝓ pꝛed̄ Carolo Dnō Herbert & pꝛed̄ Will'mo Mannocke Barr' ac ad & ꝓ diverſis aliis ꝑſonis qui duran' pꝛed̄ termino Coparticipation' int' pꝛed' Thomā & Mariam fuiſſent Cuſtumar' pꝛefat' Thome & Marie in pꝛed' occupation' ſciſſoꝛis ꝓ hominibus poſt expirationem pꝛed̄ quatuoꝛ annoꝝ in ſcripto articuloꝛum agreamenti pꝛed' ſuꝑius mentionat' diverſis diebus in narratione pꝛed̄ ſuꝑius ſpecificat' Ac quoad p̄d̄ fraction̄ convention̄ pꝛed' quoad non impendendo ſummam diligenc' ipſoꝝ Danielis & Marie poſt expiration' coparticipation̄ pꝛed' ad transferend̄ occupation̄ ipſorum Thome & Marie pꝛed̄ in̄ coparticipatione pꝛed' & omnes Cuſtumar' qui tempoꝛe confection̄ ſcripti articuloꝝ agreamenti pꝛed' ac infra eodem quatuoꝛ annos in eoſdem ſcripto articulorum agreamenti mentionat' fuiſſent Cuſtumar' pꝛed̄ Thome & Marie in ipſoꝝ occupatione coparticipation̄ pꝛed̄ p̄fat' Thome Nicholas ſolum̄odo Ac quoad pꝛed̄ fraction' pꝛed' convention' quoad caption̄ pꝛed' ſeꝑalium liboꝛꝝ ad participationem pꝛed' referen̄ & ſpectan' in narration' p̄d̄ ſuꝑius ſpecificat' a p̄fat' Thoma necnon detention̄ eoꝛundem ab eodem Thoma ꝑ ſeꝑalia tempoꝛa in narratione pꝛed' ſuꝑius in ea parte reſpective ſpecificat' hend̄ p̄cludend̄ q̄d quidm̄ plitū ſeꝑaliaqꝫ mater' pꝛed̄ in eodm̄ plito content' & in hac rejunc' ſuꝑius mentionat' idm̄ Daniel parat' eſt ꝟificare & ꝓbare ꝓut Cur' &c. Et quia p̄d' Thomas ad plitū illud quoad pꝛed̄ ſeꝑalia materia pꝛed̄ in hac rejunc' mentionat' non reſpond̄ nec ill' hucuſqꝫ aliqualit' dedic' idm̄ Daniel' ut pꝛius pet' Judic' Et q̄d p̄d̄ Thomas ab actione ſua

Curia adviſare vult, quant al les Demurrer.

pred' quoad pred' ſeꝑalia materia in eodem plito & in hac rejunction' ſuꝑius ſpec' ꝑcludatur &c. Sed quia Cur' dci Dnī Regis nunc hic de Judic' ſuo de & ſuꝑ p̄miſſis unde partes p̄d in Judic' Cur' ſe poſuer' reddend nondū adviſat' dies inde dat' eſt partibꝰ pred coram Dnō Rege apud Weſtm̄ uſq; diem veneris px' poſt Craſtin' Scē Trinit' de Judic' ſuo de & ſuꝑ p̄miſſis illis audiend eo q̄d Cur' dicti Dnī Regis hic inde nondū &c. Et quoad tam ad triand exit' ſeꝑal' pred int' partes pred ſuꝑius ſeꝑalit' junct' ꝑ priam triand quam ad inquirend que dampna predict' Thomas ſuſtin occone pred fraction' pred' convention' predict' Danielis quoad intercedendo & ſollicitando ipſoꝝ Danielis & Marie pred Dnū Carolū Herbert & Willum Mannocke Barr' & al' ꝑſon' que duran' coparticipation' pred occupat' Sciſſoris ꝓ hōibꝰ int' p̄d Thomam & Mariam fuiſſent Cuſtumar' Anglice Cuſtomers p̄d Thome & Marie in p̄d occupatione Sciſſoris ꝓ hōibus ac occone fraction' p̄d convention' pred' Danielis quoad p̄d Danielem & Mariam operand & negotiand in p̄d occupatione Sciſſoris ꝓ hōibus poſt expirationem p̄d quatuor annoꝝ operand' & faciend diverſa veſtimenta diverſorum generum ad corpora hominum veſtiend' ꝓ p̄d Carolo Dnō Herbert & Willielmo Mannocke ac ad & ꝓ diverſis aliis perſonis qui duran' pred' Termino coparticipation' int' ꝑfat' Thomam & Mariam fuiſſent prefat' Thome & Marie in p̄d occupation' Sciſſoris ꝓ hominibus poſt expirationem pred' quatuor annorum in ſcripto articulorum agreament' pred ſuperius mentionat' diverſis diebus & vicibus in narratione pred' ſuperius ſpecificat' ac quoad pred fractionem convention' pred quoad non impendendo ſummam diligenc' ipſorum Danielis & Marie poſt expirationem coparticipation' pred ad transferend' occupation' ipſoꝝ Thome & Marie pred' in coparticipatione pred' & omnes Cuſtumat' qui tempore confection' ſcripti articuloꝝ agreamenti pred' ac infra eoſdem quatuor annos in eodem ſcripto articulorum agreamenti mentionat' fuiſſent Cuſtumar' pred' Thome & Marie in ipſorum occupatione coparticipation' pred' prefat' Thome Nicholas ſolummodo ac quoad pred' fraction' pred' convention' quoad caption' pred' ſeperaliū librorum ad participation' pred' referen' & ſpectan' in narratione pred' ſuperius ſpecificat' a prefat' Thoma necnon detention' eorundem ab eodem Thoma per ſeperalia tempora in narratione pred' ſuperius in ea parte reſpective ſpec' modo & forma pred' ſuperius per pred' Danielem & Mariam ſuperius mentionat' fore fact' unde eedem partes in Judic' Cur' ſe poſuer' ſi contingat Judicium inde ꝓ p̄d' Thoma verſus p̄d Danielem inde reddi ven' inde Jur' coram Dnō Rege apud Weſtm̄ die Sabbati px' poſt Craſtin' Aſſentionis Dnī Et

Ven. fa. agard a tryer les Iſſues.

qui nec &c. ad recogn' &c. quia tam &c. idem dies dat' eſt partibus pred' ibm &c.

Poſtea contin' inde pceſſus int' partes pd' de placito pred' per Jur' pōit' inde int' eas in reſpcm coram Dnō Rege apud Weſtm uſq; pred' diem veneris px' poſt Craſtinum Sancte Trinitat' px' ſequen' niſi Thomas Raymond Mil' & Francus̄ Wythens Mil' Juſtic' Dnī Regis ad plita in Cur' ipſius Dnī Regis coram ipſo Rege tenend aſſign' prius die Martis viceſimo ſecundo die Maij apud Weſtm pred' in magna aula plitorum ibm per formam Statuti &c. ven' p defcu Jur' &c. Ad quem diem coram Dnō Rege apud Weſtm ven' tam pred' Thomas Nicholas quam pred' Daniel per Attorn' ſuos pred' Et prefat' Juſticiar' coram quibus &c. miſ̄ hic recordum ſuū coram eis hit' in hec verba; ¶ Poſtea die & loco infracontent' coram Thoma Raymond Mil' & Francō Wythens Mil' duobus Juſticiar' Dnī Regis ad plita in Cur' ipſius Dnī Regis coram ipſo Rege tenend infraſcript' aſſociat' ſibi Edō Watts Gen̄ per formam Statuti &c. ven' tam infranominat' Thomas Nicholas quam infraſcript' Daniel Hodges per Attorn' ſuos infracontent' ac Juratores Jurat' unde infra fit menc̄o exact' quidam eorum videlt Hugo Squire Armig' Nehemiah Arnold Armig' Jacobus Supple Thomas Phelps Johannes Morris Johannes Blott Johannes Cannon Johannes Bayley Ricus̄ Bromfield & Thomas Catcott vener' & in Jur' pred' Jurat' exiſt' Et quia reſid' Jur' ejuſdem Jure non comperuer' Jō al' de circumſtantib; per Vic Com pd' ad hoc elci ad requiſitionem pred' Thome ac per mandat' Juſtic' pred' de novo apponunt' quorum nomina panello infraſcript' affilantur ſecundum formam Statuti in humōi caſu nuper edit' & pviſ̄ Qui quidem Jur' ſic de novo appōit' videlt Robertus Mynne & Robertus Cooper exact' ſitit' ven' qui ad veritatem de infracontent' ſimulcum alijs Jurator' pred' prius impannellat' &c. Jurat' dicend elci triat' & Jurat' quoad primū exitū interius junct' per priam triand' dic' ſuper ſacrū ſuū q̄d pred' Daniel & infranominat' Maria impediver' & eorum alter impedivit pred' Thomam Nicholas ad exercend' & negotiand' infranominat' occupationem de Sciſſore p hominibus Anglice the Trade of a Mans Taylor in coparticipation' int' pred' Thomam & Mariam in pred' occupatione arte vel miſterio de Sciſſore p hominibus infra domum inframentionat' modo & forma put idem Thomas interius inde narrando ſuppon̄ Et aſſidunt dampna ipſius Thome Nicholas occ̄one inde ultra miſ̄ & cuſtag' ſua per ipſum circa ſectm ſuam in hac parte appōit' ad centm libras Et quoad ſecundum exit' interius ſitit' junct' per priam triand

Niſi prius, &c.

Le *Poſtea.*

1. Iſſue trove pur le Pl.

2. Iſſue trove pur le Pl. triand' Jur' pred' ſitit' ſuper ſacrū ſuū pred' dic' q̄d pred' Da-
niel & Maria recuſaver' & denegavēt & eorum alt' recuſavit &
denegavit permittere prefat' Thomam Nicholas here ad in-
tegrū uſū ſuū cū eadem Maria infraſcript' Shopam romeam
Sciſſoriam & ceneaculū cū conclavibus in eiſdem romeis exi-
ſten' parcell' domus infraſcript' & uſū ipſorum Thome & Marie
in pred' occupatione Sciſſoris ꝓ homninibus modo & forma
ꝓut idem Thomas interius in ea parte ſitit' narrando ſupꝑoñ
Et aſſidunt dampna ipſius Thome Nicholas occōne inde ul-
tra miſ̄ & cuſtag' ſua per ipſum circa ſectā ſuam in hac
3. Iſſue trove pur le Def. parte appōit' ad quinquagint' libras Et quoad tertiū erit' inte-
rius ſitit' junct' per priam triand' Jur' pred' dic' ſup ſacrū ſuū
pred' q̄d ipī pred' Daniel & Maria vel eorum alt' non quoviſ-
modo divertebant vel ſubſtraxer' aliquos Cuſtumar' ipſorum
Thome & Marie a retinendo vel exercendo eundem Thomam in
pred' occupatione Sciſſoris ꝓ hominibus poſt determinationem
coparticipation' int' p̄d' Thomam & Mariam modo & forma pro-
ut idem Thomas per narrationem ſuam inde interius ſitit' inde
4. Iſſue trove pur le Pl. ſuppō Et quoad quartū erit' interius ſitit' junct' ꝑ priā tri-
and' Jur' pred' dic' ſup ſacrū ſuū pred' q̄d infraſpecificat' Vic'
Midd' ꝑ ꝓcuratiō pred' Daniel' & Marie virtute executiō
infraſpecificat' intravit in infraſcript' domum mancōnalem ip-
ſius Thome ac diverſa bona & catalla ipſius Thome ꝓpr' in
domo ill' exiſtē levavit & in executione cepit ac bona & catalla
illa in manibus ſuis detinuit & cuſtodivit modo & forma ꝓut
idem Thomas ꝑ narrationem ſuam ſitit' interius ſupponit Et
idem Thomas racōne inde dampnificat' fuit Et aſſidunt ipſius
Thome occōne inde ultra miſ̄ & cuſtag' ſua per ipſum circa
Conditional Damages trove ſur le Demurrer. ſectā ſuam in hac parte appōit' ad ducent' libras Et quoad in-
fraſpecificat' fractiō infraſpecificat' conventioñ p̄d' Danielis
quoad intercedend' & ſollicitand' p̄d' Danielis & Marie infra-
nominat' Carolū Dnū Herbert & Willielmum Mannocke Barr'
& alias perſonas que durañ coparticipatione pred' occupatioñ
Sciſſoris ꝓ hominibus int' pred' Thomam & Mariam fuiſſent
Cuſtumar' p̄d' Thome & Marie in p̄d' occupatione Sciſſoris ꝓ
hominibus Ac quoad p̄d' Daniel' & Mariam operand' & nego-
tiand' in pred' occupatione Sciſſoris pro hōibus poſt expira-
tionem predict' quatuor annorum operand' & faciend' diverſa
veſtiment' diverſoꝝ generum ad corpora homin' ꝓ p̄d' Dnō Ca-
rolo Herbert & pred' Will'o Mannocke ac ad & ꝓ diverſis alijs
ꝑſonis qui duran' pred' termino coparticipation' inter pred'
Thomam & Mariam fuiſſent cuſtumar' ꝑfat' Thome & Marie
in pred' occupatione ſciſſoris ꝓ hominibꝰ ꝑ tempora interius
in ea parte ſpecificat' unde partes pred' in Judiciū Cur' ſe po-

ſuer̃ ſi videbitur per Cur' dci Dni Regis coꝛam ipſo Rege quod plitum pꝛed' Danielis interius in ea parte plitat' materiaq; in eodem content' minus ſufficien in lege exiſtunt ad pꝛed' Thomam ab actione ſua pꝛed' inde verſus pꝛed' Danielem habend' pꝛecludend' ac Judicm in ea parte verſus eundem Danielem contingeret in ea parte reddi tunc Jur' pꝛed' ſuper ſacrm ſuu pꝛed' aſſidunt dampn ipſius Thome oc̃cone fraction' convention' ill' ad un denar' Et quoad infraſpecificat' fraction' convention' pꝛed' in non impendendo ſummam diligentiam ipſoꝝ Danielis & Marie poſt expirationem coparticipation' pꝛed' ad transferend' occupationem ipſoꝝ Thome & Marie pꝛed' in coparticipacoñ & omnes Cuſtumar' qui tempoꝛe confection ſcripti articuloꝝ agreamenti p̃d ac infra coſd quatuoꝛ años in eodem ſcripto articuloꝛum agreamenti menc̃onat' fuiſſent cuſtumat' pꝛed' Thome & Marie in ipſoꝝ occupation' coparticipation' pꝛed pꝛefat' Thome Nicholas ſolummodo unde partes infraſcript' in Judicm Cur̃ ſe ſitit' poſuer̃ ſi videbitur Cur̃ dci Dni Regis coꝛam ipſo Rege quod plitu pꝛed Danielis in ea parte interius plitat' materiaq; in eodem content' minus ſufficien' in lege exiſtit ad pꝛed' Thomam ab actione ſua pꝛed' inde verſus pꝛed Danielem habend pꝛecludend ac Judicm in ea parte verſus pꝛed Danielem reddi in ea parte contigeret tunc Jur̃ pꝛed ſuper ſacrm ſuũ pꝛed aſſidunt dampn ipſius Thome oc̃cone fraction' convention' illius ad quingent' libꝛas Et quoad infraſpecificat' fraction' convention' infraſpec' quoad caption' ſeperalium inframentionat' libꝛoꝝ ad participation' inframentionat' referen' & ſpectan' in narratione infraſcript' ſpec' a pꝛefat' Thoma necnon detention eoꝛundem ab eodem Thoma per ſeperalia tempoꝛa in narratione pꝛed Thome infraſcript' in ea parte reſpective ſpecificat' modo & foꝛma infraſcript' per pꝛed' Danielem & Mariam inframentionat' foꝛe fact' unde partes infraſcript' in Judicm Cur̃ ſe ſitit' poſuer̃ ſi videbitur Cur̃ dc̃i Dñi Regis coram ipſo Rege q̃d plitũ pꝛed Danielis in ea parte plitat' materiaq; in eodem content' minus ſufficien' in lege exiſtit ad pꝛed' Thomam ab actione ſua pꝛed' verſus eundem Danielem habend pꝛecludend ac Judicm in ea parte v̄ſus pꝛed Danielem reddi in ea parte contigeret tunc Jur̃ pꝛed' ſuper ſacrm ſuum pꝛed' aſſidunt dampna ipſius Thome oc̃cone fraction convention' ill' ad centum & quinquagint' libꝛas ultra miſ & cuſtag' pꝛed' Thome Nicholas per ipm circa ſectam ſuam in hac parte appõit' & p miſ & cuſtagijs ſuis pꝛed' ad viginti ſolid' Et quia Cur̃ dci Dñi Regis hic de Judicio ſuo de & ſuper pꝛemiſſis reddend' nondum adviſatur dies inde dat' eſt pꝛefat' Thome & Danieli coꝛam Dño Rege apud Weſtm uſq; diem Martis pꝛox'

poſt

Judgment pur le Pl. pur part ſur le Demurrer.

poſt tres ſeptimanas Sancti Michaelis de audiendo inde Judicio ſuo quia Cur̃ Dñi Regis hic inde nondum &c. (Auters Continuances.) Ad quem diem coꝛam Dnõ Rege apud Weſtm̃ veñ tam pꝛed' Thomas quam pꝛed' Daniel per Attoꝛñ ſuos pꝛed' ſuper quo viſis & per Cur̃ dc̃i Dñi regis coꝛam ipſo Rege hic plenius intellectis omnibus & ſingulis pꝛemiſſis maturaq; deliberatione inde habita ꝓ eo q̃d videtur Cur̃ dc̃i Dñi Regis coꝛam ipſo Rege hic q̃d tam pꝛed' pl̃itũ pꝛed' Danielis q̃d quoad fractionem conventioñ pꝛed' in non impendendo ſummam dſligentiam ipſoꝛũ Danielis & Marie poſt expirationem coparticipation' pꝛed ad transferend' occupationem ipſoꝛum Thome & Marie pꝛed' in coparticipatione & omnes cuſtumar' qui tempoꝛe confection' ſcripti articuloꝛũ agreamenti pꝛed' ac infra eoſdem quatuoꝛ annos in eodem ſcripto articuloꝛum agreamenti mentionat' fuiſſent Cuſtumar' pꝛed' Thome & Marie ipſoꝛum occupatione coparticipatione pꝛed' pꝛefat' Thome Nicholas ſolummodo quam pꝛed' plitum pꝛed' Danielis quoad fractioñ conventioñ pꝛed' quoad caption' pꝛed' ſeperalium libꝛorum ad coparticipationem pꝛed' referen' & ſpectan' in narratione pꝛed' ſpecificat' a pꝛefat' Thoma necnon detention' eoꝛundem ab eodem Thoma per ſeperalia tempoꝛa pꝛed' in narratione pꝛed' ſuperius in ea parte reſpective ſpec' ꝑ pꝛed' Danielem & Mariam foꝛe fact' ac materia in eiſdem pl̃itis content' minus ſufficieñ in lege exiſtit ad pꝛed' Thomam ab actione ſua pꝛed' in ea parte verſus eundem Danielem habend' pꝛecludend' Jõ conſ̃ eſt quod pꝛed' Thomas Nicholas recuperet verſus pꝛed' Danielem Hodges mille libꝛas parcell' dampnoꝛum pꝛed' per Juratoꝛes pꝛed' ſuperius occ̃one pꝛed' ac in foꝛma pꝛed' aſſeſſ̃ ac pꝛed viginti ſolid' per pꝛed' Jur̃ ꝓ miſ̃ & cuſtagijs ſuis pꝛed' ſitit' ſuperius aſſeſſ' necnon octogint' libꝛis ꝓ miſis & cuſtagijs ſuis eidem Thome per Cur̃ dc̃i Dñi Regis coꝛam ipſo Rege habit' ex aſſenſu ſuo de Jnc̃ro adjudicat' que quidm̃ dampñ in toto ſe attingunt ad mille octogint' & uñ lib̃ Et p̃d' Daniel in miã &c.

Judgment pur le Def. pur part, ſur le Demurrer.

Et ꝓ eo q̃d videtur Cur̃ hic q̃d pl̃itũ pꝛed̃ Danielis in ea parte pl̃itat̃ ac materia eodem content̃ ſufficien in lege exiſt' ad p̃cludend̃ p̃d Thomam ab actione ſua p̃d ſuꝑ convention' p̃d Danielis p̃d quoad intercedendo & ſollicitando p̃d Danielis & Marie p̃d Carolum Dñum Herbert & Will'm Mannocke Bar̃t & al' ꝑſonas que durañ coparticipacoñ p̃d occupacoñ ſciſſoꝛis ꝓ hominib; inter p̃d Thomam & Mariam fuiſſent Cuſtumar' p̃d Thome & Marie in p̃d occupatione ſciſſoꝛis ꝓ hominibus ꝓ eoꝝ opere & negotio Anglice Cuſtom in p̃d occupation' ſciſſoꝛis ꝓ hominibꝰ ac quoad p̃d' Daniel' & Mariam operand' & negotiand' in pꝛed' occupatione de ſciſſoꝛe ꝓ hominibꝰ poſt expirationem

nem p̃d' quatuoꝛ annoꝝ & operand' & faciend' diverſa veſtimenta diverſoꝝ geneꝝ ad coꝛpoꝛa hominū veſtiend' ꝓ p̃d' Carolo Dnō Herbert & p̃d' Will'o Mannocke ac ad & ꝓ diverſis alijs ꝑſonis que durañ p̃d' termino coparticipation' p̃d' inter p̃d' Thomam & Mariam fuiſſent cuſtumar̃ p̃fat' Thome & Marie in p̃d' occupatione ſciſſoꝛis ꝓ hominibꝰ ꝑ tempoꝛa p̃d' in ea parte ſuperius ſpecificat̃ unde partes p̃d' poſuer' ſe in Judiciū Cur̃ Et quoad hoc q̃d compert' exiſtit q̇d p̃d' Daniel & Maria vel eoꝝ alter non quoviſmodo divertebant vel ſubſtraxer̃ aliquos cuſtumar̃ ipſoꝝ Thome & Marie a retinendo vel exercendo eundem Thomam in p̃d' occupatione ſciſſoꝛis ꝓ hominibus poſt determinatiō coparticipatiō inter p̃d' Thomam & Mariam modo & foꝛma ꝓut p̃d' Thomas ꝑ narrationem ſuam p̃d' ſuperius inde ſuppō & unde p̃d' Daniel ſuperius ꝑ Juratoꝛes p̃d' acquietat̃ exiſtit Conſ' eſt ꝑ Cur̃ dc̄i Dn̄i Regis q̃d pꝛed' Thomas nil capiat ꝑ billam in ea parte ſed ꝓ falſo clamoꝛe ſuo in ea parte ſit in miā &c. Et pꝛed' Daniel eat inde ſine die &c.

CEux Exceptions fueront priſe per *Levinz* Accounſel ove le Plaintiff en le Brief de Error.

1. Que eſt nul expreſs Averment que les Articles fueront fait enter les Parties noſme en eux, pur ceo que eſt diſt en le commencement del Declaration, Que per Articles *mentionat' fore fact'*, &c. Et le *Teſtat' exiſtit* que le Defendant covenant, n'eſt ſuffic', il n'eſteant devant alledge, que ils fueront fait enter les Parties.
2. Que le Def. & ſa Feme covenant, &c. & Breaches ſont aſſigne ſur aſcun del diſts Covenants en queux le Feme covenant, & ſa Covenant eſt void.
3. Que le Breach que le Def. ad hinder luy a uſer ſon Trade en le Meſe, ſans monſtrans coment, n'eſt ſufficient; mes doit eſtre monſtre coment il fuit hinder.
4. Que ſur le Covenant que ils ne voileront contract Debts ſans mutual Conſent, un Breach aſſign eſt, que *Hodges* ad contract un Debt de 100 *l.* ove un *Humes*, & que il ad Judgment & Execution vers *Hodges*, & que le Vic' per virtue de ceo, & per le inſtance del *Hodges* ad enter en ſon Meſe, & ad levy & pris divers de ſes biens proper, & joint Damages ſont done pur ceſt Breach ove auters, lou nul Damages doyent eſtre done pur ceo, quia n'eſt aſcun Breach deins le intent del Covenant; car le Plaintiff ad pur ceo ſon remedy per voy de Action de Treſpaſs, & donque d'aver remedy ſur ceſt Covenant pur choſe cy remote, fuit dure & unreaſona-

unreaſonable; mes touts les diſts Exceptions fueront over-rule & le Judgment fuit affirme.

Mes pur le meliour Apprehenſion de les Grounds de le Demurrer, le Record eſteant prolixe, jeo voile miſer le matter enſemble que concerne ceo.

1. Et primerment le Demurrer eſt al reſpons al 3 Breach aſſigne en le Narr' que eſt iſſint aſſigne, *viz.* Que le Def. & le dit *Mary* ſa Feme apres les diſts 4 Ans, &c. ont ſolicit *Charles* Señr *Herbert*, & auters queux fueront Cuſtomers durant le Partnerſhip, pur lour Cuſtome, &c. Al que le Def. plead, Que il ou le dit *Mary* al aſcun temps apres le expiration de le dit Copartnerſhip *non ſolicitaver' nec eorum alter ſolicitavit* le diſt *Charles* Sñr *Herbert*, *vel aliquas perſonas quaſcunque*, &c. (*prout* en le Breach) & coment que les parols de le Plea ſont different de eux mention en le Breach aſſigne, uncore Judgment fuit done pur le Def. quant al ceo.

2. Le Demurrer eſt auxi al reſpons al 4 Breach aſſigne, que eſt, Que le Def. & le dit *Mary* apres les dits 4 Ans overeront pur *Charles* Sñr *Herbert*, & divers auters queux fueront Cuſtomers del Plaintiff & le dit *Mary*, durant le Copartnerſhip.

Al que le Def. (ayant come devant deny le ſollicitation d'aſcun Cuſtomers, &c.) diſt come enſuiſt, *nec pro aliquo hujuſmodi Cuſtumar'*, &c. *ex interceſſione vel ſollicitatione ipſorum Daniel'* & *Marie vel eorum alicujus quoviſmodo operat' vel negociat' fuerunt in confectione veſtium vel veſtiment' pro aliquo hujuſmodi cuſtomar' Et de hoc*, &c. Mes nul *ſimiliter* eſt enter, Et coment que les parols de le Plea ſont different de eux mention en le Breach aſſign, uncore Judgment fuit done pur le Def. quant al ceo auxi.

3. Le Demurrer eſt auxi al reſpons al 5 Breach aſſigne, que eſt que (apres le determination de le Partnerſhip) le Def. & le dit *Mary* ſa Feme n'ont uſe lour Diligence a transferrer lour Occupation en le dit Partnerſhip al Pl. & touts Cuſtomers, &c.

Et al ceo le Def. diſt, Que il & ſa dit Feme al aſcun temps apres l'expiration de dit Partnerſhip, ne unques fueront requeſt, ou un de eux fuit requeſt a execute les diſts premiſſes. Et quant al ceo Judgment fuit done pur le Pl.

4. Le Demurrer eſt auxi al reſpons al 6, 7 & 8. Breach, queux touts ſont de un meſme effect, & le primer de eux eſt iſſint aſſigne *viz.* que le dit *Mary* deins les dits 4 Ans *ſcilt.* tiel jour, &c. ad priſe hors de le Poſſeſſion de Pl. divers lieurs (noſmant eux) concernant le dit occupation, &c. & ad refuſe a deliver eux a luy ſur requeſt, &c.

Et al ceux trois Breaches concernant le caption & detent' de dits lieurs le Def. plead que le Pl. de temps en temps en le Narr' ad & puiſſoit aver ewe le Inſpection & perlection de les diſts lieurs per luy meſme, ou per un *Tho. Foſter* le Servant de Pl. & le dit *Mary*, al ceſt intent elect & appoint, ſans aſcun detention de eux ou aſcun de eux de le Pl. per le dit *Mary*, per les dits ſeveral temps, ou aſcun ſpace de temps en le Narr' reſpectivement ſpecifie *modo & forma prout*, *&c. Et de hoc &c.* Mes *nul ſimiliter*. Et quant al ceo Judgment fuit auxi done pur le Pl. & ſur le Brief de Error nul exception fuit priſe al ceux deux darr' Judgments.

Nota, Que per les Articles le Copartnerſhip fuit a continuer pur 4 Ans, ſi *Mary Hodges* cy longment viveroit: Et n'eſt expreſment averr que el vive cy longment.

Mes la ſont aſcun choſes en le Narr' queux poient curer ceſt defect, eſpecialment apres Verdict, come pur Example en le 4 Breach del Covenant, eſt alledge, que *Hodges* & *Mary* ſa Feme apres les 4 ans overeront en le Trade, que eſt impoſſible ſi el moruſt durant les 4 Ans.

Claxton v. *Swift* en *Cam' Scaccar'* ſur Judgment done vers *Claxton* en *B. R.* en Action ſur le Caſe ſur un Bill de Exchange.

Intrat. Hill. 36 & 37 Car. 2. R. R. Rot. 1163.

Plita coram Dño Rege apud Weſtm ſcilt Termino Sci Hillarij anno regni Dñi Caroli ſecundi Regis Anglie &c. triceſimo ſexto & triceſimo ſeptimo annoq; regni Dni Jacobi ſecundi nunc Regis Anglie &c. primo. Rot. 1163.

London ſſ. MEmorand qd als ſcilt Termino Sci Trinitatis ult pterit coram Dño Rege apud Weſtm ven Edrus' Claxton Mercator p Richum Baker Attorn ſuu Et ptulit hic in Cur dci Dñi Regis tunc ibidem quandam billam ſuam vſus Willm Swift jun' mercator in cuſtod' Marr &c. de plito tranſgr ſuper caſum Et ſunt pleg' de pſequendo ſcilt Johannes Doe & Ricus Roe que quidem billa ſequitur in hec verba: ſſ. London ſſ. Edrus' Claxton mercator queritur de Willo Swift jun' mercatore in cuſtod' Marr Mareſc Dni Regis

Narr'. Que *London* & *Worceſter* ſont auncient Cities. Cuſtom pur traher Bills d Exchange.

Cuſtom pur Indorſement de Bills.

Et iſſint pur un ſecond Indorſement.

Et ſi l'Argent apres notice ne ſoit pay acc' al darr' Indorſement, donque le primer indorſor ſerra liable.

gis coram ipſo Rege exiſten' ꝑ eo videl't q̄d cum Civitas London in hoc regno Anglie modo ſit & a tempore cujus contrar' memoria hominū non exiſtit fuit antiqua Civitas Cumq; etiam Civitas Wigorn̄ in hoc regno Anglie ſit & a toto tempore ſupradicto etiam fuit antiqua Civitas Cumq; apud London pred' in paroch̄ bte Marie de Arcubus in Warda de Cheap habetur & exiſtit & a toto tempore ſupdicto habebatur & fuit quedam conſuetudo uſitat' & approbat' inter mercatores & al' pſon' apud Civit' London' pred' reſiden' & mercatores & al' pſon' apud Civit' Wigorn' pd' commoran' videl't q̄d ſi aliquis mercator ſive al' perſon apud Civit' Wigorn' pd' reſiden' fecerit aliquam billam ſive notam in ſcriptis ſub manu ſua ſecdm uſum & conſuetud' mercator' ſignat' Et hum̃oi billā ſive notā alicui al' mercator' ſive al' pſoñ apud Civit' London reſiden' direxit' & ꝑ hum̃oi billā ſive notā ſic direct' requiſivit hum̃oi al' mercator' cui hum̃oi billa ſive nota ſic fuit direct' ad aliquod temp⁹ in hum̃oi billa excambii ſive nota content' ſolvere alicui al' mercator' ſive al' perſon' vel ordini ſuo aliquam denar' ſum̃am exiſten' ꝑ valore recept' & ſi hum̃oi mercator ſive al' perſon' cui hum̃oi billa ſive nota ſic fuit direct' hujuſmodi billam ſive notam ſecdm uſū & conſuetud' mercator' acceptavit & ſi poſt hum̃oi acceptac̄onem hum̃oi bille ſive note ꝑ hum̃oi mercator' cui hum̃oi billa ſive nota ſic fuit direct' & ante ſoluc̄onem hum̃oi denar' ſum̃am in hum̃oi billa ſive nota menc̄onat' hum̃oi mercat' ſive al' pſon cui hum̃oi denariorum ſum̃a ꝑ hum̃oi billam ſive notam fuit appunctuat' ſolvend' ꝑ indorſament' ſub manu ſua ſubſcript' ſuper hum̃oi billam ſive notam ordinavit content' (Anglice the Contents) hum̃oi bille ſive note ſolvend' alicui al' perſon' vel ordini Et ſi ante ſoluc̄onem hujuſmodi bille ſive note hujuſmodi perſone cui content' (Anglice the Contents) hum̃oi bille ſive note per hum̃oi indorſament' appunctuat' fuit fore ſolvend' per al' indorſament' ſub manu ſua ppr' ſubſcript' ſuper hum̃oi billam ſive notam ordinavit content' (Anglice the Contents) hum̃oi bille ſive note ſolvend' alicui al' perſon' vel ordini Et ſi poſt hum̃oi ſeperal' indorſament' in forma pd' fact' & noticiam inde dat' hum̃oi perſone cui hum̃oi billa ſic fuit direct' non ſolvit denar' ſum̃am in hum̃oi billa ſive nota menc̄onat' perſon' cui per ultimū hum̃oi indorſament' fuit fiend' Qd tunc hum̃oi mercator ſive al' perſon' cui hum̃oi denar' ſum̃a per hum̃oi billam ſive notam fuit appunctuat' ſolvend' & qui hum̃oi primū indorſament' ſuper hum̃oi billam ſive notam fecerit onerabilis extiterit & a toto tempore cujus contrar' memoria hominū non exiſtit onerabilis & onerat' eſſe conſuevit ad ſolvend' hum̃oi denar' ſum̃am in hum̃oi billa ſive nota menc̄onat' perſon' cui ſoluc̄o inde per hum̃oi ult' indorſament' appunctuat' fuit Cumq̃ etiam quidm̃ Will'us Hughes apud Civit' Wigorn' p̃d' reſiden' & mercator ibm exiſten' decimo nono die Junij anno Dñi mill'imo ſexcenteſimo octogeſimo ſecundo apud Civit' Wigorn' pred' reſiden' ibm fecit quandam billam ſive notam in ſcript' ſub manu ſua ſcdm̃ uſũ & conſuetudinem mercator' ſignat' Et eandem billam ſive notam cuidam Thome Pardoe mercatori & adtunc apud Civit' London pred' videlt in parochia & warda pred' reſideñ direxit & per eandem billam ſive notam ſic direct' requiſivit prefat' Thomam Pardoe ad vigint' & quatuor dies ſolvere pred' Will'o Swift vel ordini ſuo ſum̃am ducent' libr' exiſten' in ſili valore ibm de illo recept' ꝓut ꝑ adviſament' quã quidm̃ billã ſive notã ſic fact' & direct' Poſtea ſcilt viceſimo ſecundo die Junij anno Dñi mill'imo ſexcenteſimo octogeſimo ſecundo apud London p̃d in Paroch & Warda p̃d p̃d Thomas Pardoe ſecundum uſũ & conſuetud̃ Mercatorum p̃d acceptavit & poſtea & ante ſolutionem predictarum ducentarum librarum in p̃d billa ſive nota mentionat' vel alicujus partis inde p̃fat' Willielmꝰ Swift eodem viceſimo ſecundo die Junij anno ult' ſupradicto apud London p̃d in Paroch & Warda p̃d ꝑ Indorſament' cũ manu ſua ſubſcript' ſuꝑ p̃d billam ſive notam ordinavit content' (Anglice the Contents) p̃dicte bille ſive note ſolvend̃ cuidam Johanni Allen ſive ordini idem ꝗ Johannes Allen poſtea & ante ſolution̄ predictaꝝ ducent' librarum in p̃dicta billa ſive nota mentionat' vel alicujus partis inde ſcilt triceſimo die Junij anno ult' ſupradict' apud London p̃d in Paroch & Warda pred' per al' Indorſament' cum manu ſua propr' ſubſcript' ſuꝑ p̃fat' billam ſive notam ordinavit content' (Anglice the Contents) p̃d bille ſive note ſolvend̃ p̃fat' Edwardo Claxton vel ordini Et idem Edwardus ulterius dicit q̃d poſt humõi ſeperal' Indorſament' in forma p̃d fact' p̃d Thomas Pardoe apud London p̃d in Paroch & Warda p̃d notic' inde huic' & requiſit' fuit ad ſolvend' eidem Edwardo Claxton p̃d ducentas libras in billa ſive nota p̃d content' ſecundum formam & effcm̃ bille ſive note p̃d Et idem Edwardus Claxton in facto dic' q̃d pred' Thomas Pardoe non ſolvit prefat' Edwardo Claxton in ult' Indorſament' ejuſdem bille ſive note nominat' p̃d ducent' libr' in p̃d' billa ſive nota mentionat' ſeu aliquam partem inde ſecundum effcm̃ & tenorem ejuſdem bille ſive note & Indorſament' ſuperinde fact' p̃textu quorum quidem p̃miſſoꝝ ac racone conſuetud' predicte p̃d' Willielmus Swift onerabilis eſt & onerabilis devenit cum ſolucon' pred' ducentarum libraꝝ p̃fat' Edwardo Claxton Et idem Willielmus Swift in conſideratione premiſſoꝝ poſtea ſcilt viceſimo die Maij anno Dñi mill'imo ſexcente-

Que un *W. H.* 19 Jun. 1682. fiſt un Bill, &c. & direct ceo al *Tho. Pardoe.*

Per que il requeſt *Pardoe,* al 24. jours a payer al Def. 200l. &c.

Acceptance per *Pardoe* 22 Jun. 1682.

Le Def. meſme le jour indorſe le Bill al *Jo. Allen.* 30 Jun. en meſme l'an, *Allen* indorſe ceo al Pl.

Que apres les Indorſements *Pardoe* ad notice de eux, & fuit requeſt a payer al Pl. & que il n'ad pay, &c.

Per que Def. deveigne chargeable, &c.

Promiſe del Def.

2. Narr. *Indeb. Aſs.* pur 200 l. receive per le Def. del Pl.

ſimo octogeſimo quarto apud London' pred' in Paroch & Warda pred' ſuper ſe aſſumpſit & eidem Edwardo Claxton adtunc & ibm̄ fidelit' ꝓmiſit q̄d ipſe idem Willielmus Swift pred' ducent' libr' eidem Edwardo Claxton bene & fidelit' ſolvere & contentare vellet Cumq; eciam pred' Willielmus Swift poſtea ſcilt eodem viceſimo die Maij anno ul̄t ſupradict' apud London' p̄d' in Paroch & Warda pred' indebitat' fuit eidem Edwardo in alijs ducent' libris legalis monete Angl' ꝑ conſili denar' ſumma per ipſum Willielmum Swift de p̄fat' Edwardo Claxton ante tunc ħit' & recept' Et ſic inde indebitat' exiſten' p̄d' Willielmꝫ Swift in conſ̄ inde poſtea ſcilt eiſdem die anno & loco ul̄t ſupradictis ſuper ſe aſſumpſit & eidem Edwardo Claxton adtunc & ibm̄ fidelit' ꝓmiſit quod ipſe idem Willielmus Swift pred' ducent' libr' ul̄t mentionat' eidem Edwardo cum inde poſtea requiſit' eſſet bene & fidelit' ſolvere & contentare vellet pred' tamen Willielmꝰ ſeperales promiſſiones & aſſumptiones ſuas pred' mið curans ſed machinans & fraudulent' intendens eundem Edwardum in hac parte callide & ſubdole decipere & defraudere pred' ſeperales denar' ſummas in toto ſe attingen ad quadringint' libr' aut aliquem inde denar' eidem Edwardo nondū ſolvit nec ei ꝑ eiſdem ſive aliqua parte inde hucuſque aliqualit' contentavit licet ad hoc faciend' pred' Will'us per prefat' Edwardum poſtea ſcilt viceſimo nono die Maij anno ul̄t ſupradicto apud London' pred' in Paroch & Warda pred' requiſit' fuit ſed ill' ei hucuſque ſolvere omnino recuſavit & adhuc recuſat unde idem Edwardus dic' q̄d ipſe deteriorat' eſt & dampn' ħet' ad valenc' quingentaꝝ libraꝝ Et inde ꝓduc' ſectam &c.

Appearance des parties al jour de Imparlans.

Barr. Al 2. Promiſe *Non aſſumpſit* & iſſue ſur ceo.

Quant al 1. Promiſe, il dit,

Et modo ad hunc diem ſcil't diem veneris pror' poſt octab Sancti Hillarij iſto eodem Termino uſque quem diem pred' Will'mus Swift Ħuit' licenc' ad billam pred' interloquend' & tunc ad reſpond' &c. coram Dnō Rege apud Weſtm̄ ven' tam pred' Edwardꝫ Claxton per Attorn' ſuū pred' quam pred' Willielmꝫ Swift per Henr' Wynne Attorn' ſuū Et idem Willielmus Swift defend' vim & injur' quando &c. Et quoad ſecundam ꝓmiſſion' & aſſumption' in narr' predicta ſuperius mentionat' pred' Will'us Swift dic' quod ipſe non aſſumpſit ſuper ſe modo & forma prout pred' Edwardus ſuperius inde verſus eum queritur Et de hoc pon' ſe ſuper patriam Et pred' Edwardus ſimilit' &c. Et quoad Primam promiſſion' & aſſumption' in Narr' pred' ſuꝑius mentionat' idem Will'us dic' quod pred' Edwardus Claxton actionem ſuam pred' inde verſus eum here ſeu manutenere non debet quia dic' q̄d al's ſcil't Termino Scī Michis anno regni Dnī Caroli ſecundi nunc Regis Angl' &c.

tricesimo quarto in Cur' ipſius Dnī Regis coꝛam ipſo Rege (eadem Cur' apud Weſtm̄ in Com̄ Midd' tunc exiſten') venit pꝛed' Edwardus Claxton ꝑ nomen Edwardi Claxton Mercatoꝛis per Chꝛiſtoferum Yates Attoꝛn' ſuū Et ꝓtulit in eadem Cur' dict̄i Dnī Regis tunc ibm̄ quandam billam ſuam verſus pꝛed' Willielmum Hughes in Narratione pꝛed' ſuperius nominat' per nomen Willielmi Hughes Mercatoꝛis in cuſtod' Marr' &c. de placito tranſgr' ſuper caſum Et fuer' Pleg' de pꝛoſequend' ſcil't Johannes Doe & Ricardus Roe per quam quidm̄ billam pꝛed' p̄d Edwardus Claxton queritur de pꝛefat' Willielmo Hughes in cuſtod' Marr̄ Mareſc' Dnī Regis coꝛam ipſo Rege exiſten' pꝛo eo videlt quod cum Civitas London' fuit antiqua Civitas Et Civit' Wigoꝛn' fuit eciam antiqua Civit' cumq; eciam hebat' & exiſtebat a tempoꝛe cujus contrar' memoria hominum non exiſtit hebat' & extitit quedam conſuetud' int' Mercatoꝛes apud Civit' London' reſiden' & comerciū exercen̄ int' eandem Civit' & Civit' Wigoꝛn' pꝛed' & Mercatoꝛes apud Civit' Wigoꝛn' reſiden' & comerciū int' eandem Civit' & Civit' London' pꝛed' exercen' videlt q̇d ſi aliquis Mercatoꝛ in Civit' Wigoꝛn' pꝛed' reſiden' & comerciū exercen' int' eandem Civitat' & Civitat' London' feciſſet aliquam billam excambij ꝓ ſolutione alicujus denar' ſumme alicui al' Mercator' ſive al' perſon' in humōi billa nominat' ꝓ valoꝛe recept' de humōi al' Mercatoꝛe ſive alia perſona cui ſoluc̄o humōi denar' ſum̄e pꝛeſtit' foꝛet & billam ill' direxit' alicui al' Mercatoꝛi in Civitat' London' pꝛedict' reſiden' ipſum requiren' ad aliquod tempus in eadem mentionat' ſolvere humōi perſone qui valoꝛem denar' in humōi billa excambij ſpecificat' ſolviſſet vel oꝛdini ſuo aliquam denar' ſum̄am ꝓ ſibi valoꝛe de eo recept' Ac ſi humōi perſona cui ſoluc̄o alicujus denar' ſum̄e per eandem billam foꝛet fiend' oꝛdinaret per Indoꝛſament' ſuper eandem billam excambij ſub nomine ſuo ꝑſona requiſit' ꝑ talem billam excambij ſolvere denar' in eadem billa mentionat' alicui al' ꝑſon' vel oꝛdini ſuo & dict̄a al' ꝑſona cui dict̄a ſoluc̄o fieri oꝛdinat' eſſet alit' oꝛdinaret ſolutionem eoꝛundem denar' alicui al' ꝑſon' ac humōi ꝑſona cui humōi billa excambij ſic foꝛet direct' & que requiſit' fuit per eandem billam ſolvere denar' in eadem mentionat' billam illam acceptavit & denar' ꝑinde debit' ad diem per eandem billam pꝛo ſolutione denar' in eadem mentionat' limitat' vel in rationabili tempoꝛe tunc pꝛox' ſequen' ſolvere recuſaviſſet tunc ipſe qui humōi billam excambij fecit per conſuetud' pꝛed' onerabil' exiſtebat & onerabil' eſſe conſuevit ſolvere denar' ſum̄am in humōi billa excambij mentionat' humōi perſone cui perſona ſit requiſit' per eandem ſic ut pꝛefertur ulterius oꝛdinat' fuit ſolvere

Que *Mich.* 34. *Car.* 2. le Pl. porte action ſur le Caſe vers le dit *W. H.* (le trahor) ſur meſme le Bill de Exchange.

Le Count en le dit Action.

vere ad tempus in humoď billa pro ſolutione inde appunctuat̃ Cumq; eciam quidam Willielmus Hughes decimo nono die Junij anno regni Dnĩ Caroli ſecundi nunc Regis Angl' &c. triceſimo quarto apud Civit̃ Wigorn̄ p̄d tunc reſiden̄ & comerciū exercen' int̃ p̄d Civit̃ Wigorn' & p̄d Civit̃ London' apud London' videlt in Paroch bte Marie de Arcubus in Warda de Cheape ꝑ ducent̃ libr' legalis monete Angl' de quodam Willielmo Swift primo recept̃ feciſſet quandam billam excambij direct̃ cuidam Thome Pardoe adtunc Mercatori in London' p̄d exiſten' ipſum requiren̄ ad vigint̃ & quatuor dies ſolvere p̄fat̃ Willielmo Swift vel ordini ſuo ſum̄am ducent̃ librarum ꝑ ſibi valore recept̃ de eo quam quidem billam idem Willielmus Swift poſtea ſcilt viceſimo primo die Junij anno ſupradicto apud London' p̄d in Paroch & Warda p̄dictis Indorſabat in ſcriptis & ꝑ idem Indorſament̃ requiſiviſſet p̄d Thomam Pardoe ſolvere pred̄ ducent̃ libras cuidam Johanni Allen & nomen ipſius Willielmi Swift eidem Indorſament̃ adtunc & ibm̄ ſubſcripſiſſet q̄d pred' Johannes Allen adtunc & ibm̄ acceptavit Ac ipſe idem Allen poſtea ſcil't die & anno ſupradcis̄ apud London' p̄d in Paroch & Warda predictis billam pred' indorſabat in ſcriptis & ꝑ idem Indorſament' requiſiviſſet pred̄ Thomam Pardoe ſolvere pred̄ ducent̃ libr̄ predicto Edwardo Claxton & nomen ipſius Johannis Allen eidem Indorſament̃ adtunc & ibm̄ ſubſcripſiſſet Poſteaq; ſcilt ſecundo die Julij anno ſupradicto apud London' pred' in Paroch & Warda pred' idem Edwardus Claxton oſtendebat bill' pred̄ prefat̃ Thome Pardoe qui eam ſuper viſum ejuſdem adtunc & ibm̄ acceptabat Cumq; eciam pred' Edwardus ad & poſt finem vigint̃ & quatuor dierꝝ ꝓx' poſt dat̃ bille pred' ſcilt decimo quarto die Julij anno ſupradicto & ſepius poſtea apud London' pred' in Paroch & Warda pred' requiſiviſſet pred̄ Thomam Pardoe ſolvere eid̄ Edwardo pred' ducent̃ libr' juxta tenor' bille predicte & ordin̄ pred̄ quod facere idem Thomas Pardoe omnino recuſaviſſet & neglexiſſet unde idem Edwardus poſtea ſcilt ult̃ die Julij anno ſupradicto apud London' pred' in Paroch & Warda pred' eidem Willielmo Hughes notic' dediſſet & ipſum adtunc & ibm̄ requiſiviſſet ſolvere pred' ducent̃ libr' eidem Edwardo ratione quorꝝ quidm̄ ſeparal' premiſſorꝝ necnon ꝑ conſuetud' pred' Mercatores pred' ut prefertur uſitat̃ idem Willielmus Hughes deveniſſet onerabil' ad ſolvend̄ eaſdem ducent̃ libr̄ eidem Edwardo ac ſuperinde idem Willielmus Hughes poſtea ſcil't die & anno ſupradictis apud London' pred' in Paroch & Warda predictis in conſ̄ premiſſorum ſuper ſe aſſumpſiſſet & eidem Edwardo adtunc & ibm̄ fidelit̃ ꝓmiſiſſet quod ipſe idem Willielmus

mus Hughes pred ducent' libr' prefat' Edwardo cum inde requiſit' eſſet bene & fidelit' ſolvere & contentare vellet Cumque eciam idem Willielmus Hughes poſtea ſcilt decimo die Auguſti anno ſupradicto apud London' pred' in Paroch & Warda pred' indebitat' fuiſſet eidem Edwardo in alijs ducent' libris legalis monet' Angl' ꝓ conſili ſum̃a ꝑ pred' Will'um Hughes de denar' ipſius Edwardi ad ejus uſu̅ ante tempus illud recept' & hit' Et ſic inde indebitat' exiſten' pred' Willielmus Hughes poſtea ſcilt die & anno ſupradict' apud London̄ pred' in Paroch & Warda pred' in conſ̄ inde ſuper ſe aſſumpſiſſet prefatoque Edwardo adtunc & ibiñ fidelit' ꝓmiſiſſet quod ipſe idem Willielmus Hughes pred ducent' libr' ult' mentionat' prefat' Edwardo cum inde poſtea requiſit' eſſet bene & fidelit' ſolvere & contentare vellet pred' tamen Will'us Hughes ſepal' ꝓmiſſion' & aſſumpcon̄ ſua pred' mi̅e curans ſed machinan̄ & fraudulent' intendens eundem Edwardum in ea parte callide & ſubdole decipere & defraudare pred ſepal' denar' ſum̃as in toto ſe attingen̄ ad quadringint' libr' ſeu aliquam inde parcell' eidem Edwardo nondum ſolviſſet ſed ill' ei ſolvere licet ad hoc faciend pred Will'us Hughes poſtea ſcil't decimo die Septembris anno ſupradicto & ſepius poſtea apud London' pred' in Paroch & Warda pred' ꝑ ipſum Edwardum requiſit' fuiſſet omnino recuſaſſet & adhuc recuſavit unde idem Edwardꝰ dixit q̄d ipſe deteriorat' fuit & dampn̄ h̄uit ad valenc' treſcent' librar̄ Et inde ꝓduxit ſectam &c. Taliterq; ſupinde ꝓceſs' fuit quod poſtea ſcilt termino Sancte Trinitatis anno regni dicti Dn̄i Regis nunc triceſimo quinto ꝑ eandem Cur' dicti Dn̄i Regis coram ipſo Rege conſiderat' fuit quod pred' Edwardus Claxton recuparet verſus prefat' Will'um Hughes ducent' & decem libr' ꝓ dampnis ſuis que ſuſtinuit tam occōne non ꝑformacōnis pred ꝓmiſs' & aſſumpcon̄ in narr' pred Edwardi verſus ipſum Will'um Hughes mentionat' quam al' ꝓmiſſion' & aſſumpcon' in eadem narr' ſilit' mentionat' ꝑ Juratores aſſeſs' aceciam quinquagint' & tres ſolid' & quatuor denar' ꝓ miſ̄ & cuſtag' ſuis ꝑ ipſum circa ſectam ſuam in ea parte appoſit' ꝑ Jur' ſilit' aſſeſs' necnon duodecim libr' ſex ſolid' & octo denar' ꝓ miſ̄ & cuſtag' ſuis predictis eidem Edwardo Claxton ꝑ eandem Cur' dicti Dn̄i Regis ad requiſicon̄ ſuam de incr̄o adjudicat' que quidem dampna in toto ſe attingebant ad ducent' vigint' & quinque libras Et pred' Will'us Hughes in mīa &c. ꝓut per Recordum inde in Cur' dicti Dn̄i Regis coram ipſo Rege reſiden' plenius apparet Et hoc parat' eſt verificare unde pet' Judicium ſi pred' Edwardus Claxton accōnem ſuam pred inde verſus eum h̄ere ſeu manutenere debeat &c. Cum hoc

Taliterque proceſſum fuit en le dit Action que en *Trin.* Term. 35 Car. 2. le Pl. recover' 210 l. pur Damages, &c.

Averments que les Bills d'exchange, &c. ſont meſme.

idem Will'us verificare vult q̇d billa excambij fact' ꝑ pꝛefat' Willielmum Hughes & direct' dicto Thome Pardoe requiren̄ ipſum Thomam ad vigint' & quatuoꝛ dies ſolvere pꝛefat' Willielmo Swift vel oꝛdini ſuo ſummam ducent' libꝛarum pꝛo ſili valoꝛe recept' de eo in dicta narratione ipſius Edwardi Clarton verſus p̃fat' Willielmum Hughes ſuꝑius ut p̃fertur mentionat' & billa ſive nota ꝑ p̃fat' Willielmum Hughes fact' & direct' dicto Thome Pardoe requiren̄ ipſum Thomam ad vigint' & quatuoꝛ dies ſolvere p̃d Willielmo Swift vel oꝛdini ſuo ſum̄am ducentaꝝ libꝛaꝝ exiſten̄ in ſili valoꝛe de illo recept' ꝓut per adviſament' in dicta narrac̄one ipſius Edwardi Clarton verſus ipſum Willielmum ſuꝑius ut pꝛefertur mentionat' eſt una & ead̄ billa ſive nota & non al' neqꝫ diverſa Et q̇d p̃dicti Willielmus Hughes Thomas Pardoe Willielm⁹ Swift Johannes Allen & Edwardus Clarton in billa excambij & in & per Indoꝛſament' ejuſdem bille in dicta narr' ipſius Edwardi Clarton verſus ipſum Willielmum Swift ſuperius ut p̃fertur mentionat' & p̃d Willielmꝫ Hughes Thomas Pardoe Willielm⁹ Swift Johannes Allen & Edwardus Clarton in bill' ſive nota & in & ꝑ Indoꝛſament' ejuſdem bille Indoꝛſament' narr̄ ipſius Edwardi Clarton verſus ipm̄ Willielmū Hughes ſuperius ut p̃fertur mentionat' ſunt un̄ & eadem ꝑſone & non al' neque diverſe &c.

Special Demurrer, al dit plea quant al primer promiſe.

Et pꝛed' Edwardus Clarton quoad pl'itum ipſius Willielmi Swift ſuperius in barram placitat' quoad pꝛimam ꝓmiſſion̄ & aſſumpcon̄ ipſius Willielmi in narrac̄one p̃d ipſius Edwardi p̃d' ſuperius menconat' dic' q̇d ipſe ꝑ aliqua ꝑ p̃d Willielmum Swift ſuperius placitando allegat' ab acc̄one p̃dicta inde v̄ſus eum ĥend̄ p̃cludi non debet quia dic' q̇d pl'itum p̃d per ipſum Willielmū modo & foꝛma p̃d ſuperius in barram pl'itat' materiaqꝫ in eodem content' minus ſufficien̄ in lege exiſtunt ad ipſum pꝛedictum Edwardū Clarton ab acc̄one ſua p̃d inde verſus ipſum Willielmū in ea parte ĥend̄ p̃cludend̄ ad quod quidem pl'itum modo & foꝛma p̃d pl'itat' p̃d Edwardus Clarton neceſſe non ĥet nec per legem terre tenetur aliquo modo reſpondere Et hoc parat' eſt verificare unde ꝓ defcū ſufficien̄ reſpons̄ in hac parte idem Edwardus Clarton pet' Judic' & dampna ſua occ̄one p̃miſſ' ſibi adjudicari &c. Et ꝓ cauſa moꝛac̄onis in lege ſuper pl'itum p̃d idem Edwardus Clarton oſtendit & Cur' hic demonſtrat has cauſas ſubſequen̄ videl't q̇d pl'itum p̃d duplex & incertum eſt & non reſpondet ad narrac̄onem p̃d & caret foꝛma &c.

Cauſes del Demurrer.

Joinder en Demurrer.

Et p̃d Will'us Swift dic' q̇d pl'itū p̃d ꝑ ipſū Will'um ſuꝑius in barrā pl'itat' mat'iaqꝫ in eodm̄ content' bon̄ & ſufficien̄ in lege exiſtunt ad ipſum Edwardum Claxton ab acc̄one ſua p̄d inde v̄ſus ipſum Willielmū Swift in ea parte h̄end̄ p̄cludend̄ q̄d quidem pl'itum materiaqꝫ in eod̄ content̄ idem Willielmus Swift parat' eſt ꝓbare & verificare ꝓut Cur̄ &c. Et quia p̄d Edwardus Claxton ad placitū p̄d non reſpondet nec ill' hucuſqꝫ aliqualit̄ dedic' idem Willielm⁹ Swift (ut p̄rius) pet̄ Judiciū & q̄d p̄d Edwardus Claxton ab acc̄one ſua p̄d inde verſus ipſum Willielmū Swift h̄end̄ p̄cludatur &c. Et quia Cur' dicti Dnī Regis nunc hic de Judicio ſuo de & ſuper p̄remiſs' ill' reddend̄ nondum adviſatur dies inde dat̄ eſt partib⁹ p̄d coram Dnō Rege apud Weſtm̄ uſque diem Sabti p̄rox' poſt Craſtinū Pur̄ b̄te Marie de Judicio ſuo de & ſuꝑ ill̄ audiend̄ eo q̄d Cur̄ dicti Dnī Regis nunc hic inde nondum &c. Et quoad triand' exit' p̄d int' partes p̄red̄ ſuperius junct' per p̄riam̄ triand̄ quam ad inquirend̄ que dampna idem Edward⁹ Claxton ſuſtin̄ occ̄one p̄miſſorum unde partes p̄d ſuperius in Judiciū Cur̄ ſe poſuer' ſi contingat Judiciū ꝓ eod̄ Edwardo verſus p̄fat' Willielmū Swift inde reddi ven̄ inde Jur̄ coram Dnō Rege apud Weſtm̄ p̄dicto die Sabti ꝓx' poſt Craſtin̄ Pur̄ b̄te Marie Et qui nec &c. ad recogn̄ &c. quia tam &c. Idem dies dat̄ eſt partibus p̄d ibm̄ &c. Ad quem diem dictus Dnūs Carolus ſecundus diem ſuū clauſit extremū ad quem diem coram Dnō Jacobo ſecundo nunc Rege Angl' &c. apud Weſtm̄ ven̄ partes p̄d' ꝑ Attorn̄ ſuos p̄redictos ſed Cur̄ Dnī Regis nunc hic de Judic' ſuo de & ſuꝑ p̄miſſis reddend' unde partes p̄d' in Judic' Cur' ſe poſuer' nondum adviſatur dies inde dat' eſt partib⁹ p̄d' coram Dnō Rege apud Weſtm̄ uſque diem Mercurij ꝓx' poſt quinden̄ Paſche de Judic' ſuo inde audiend' eo q̄d Cur' dicti Dnī Regis hic inde nondum &c. Et tam quoad triand' exit' p̄d' ſuꝑius ꝑ p̄riam̄ triand' quam ad inquirend' que dampna idem Edward⁹ Claxton occ̄one p̄miſſ' p̄d' unde partes p̄d' in Judic' Cur̄ ſe poſuer̄ ſuſtin̄ ſi contingeret Judiciū p̄d' ꝓ p̄d' Edwardo Claxton reddi ven̄ inde Jur̄ coram dicto Dnō Rege apud Weſtm̄ p̄red' die Mercurij p̄rox' poſt quinden̄ Paſche Et qui nec &c. ad recogn̄ &c. quia tam &c. Idem dies dat' eſt partibus ibm̄ &c. p̄d' (Et en meſme le manner fueront divers auters continuances) Ad quem diem coram Dnō Rege apud Weſtm̄ ven̄ partes p̄d' ꝑ Attorn̄ ſuos p̄d' ſuper quo viſis & ꝑ Cur̄ Dnī Regis nunc hic plenius intellectis omnibus & ſingulis p̄remiſſ' maturaqꝫ deliberac̄one ſuꝑinde h̄ita ꝓ eo q̄d videtur Cur̄ dicti Dnī Regis nunc hic q̄d placitum p̄d' ꝑ ipſum Willielmū modo & forma ſuꝑius p̄litat' materiaqꝫ in eodem content̄ bon̄ & ſufficien' in lege exiſtunt ad p̄red' Edwardū Claxton ab acc̄one ſua p̄d' inde verſus p̄fat'

Venire fa. a tryer le Iſſue & pur aſſeſſer conditional Damages.

* Aaaaaa 2

Willielmū hend' ꝑcludend' Jō conſ̄ eſt q̄d p̄d Edwardus nil capiat ꝑ billam ſuam p̄d' ſed ꝓ falſo clamore ſuo ſit inde in mia Et pred' Willus eat inde ſine die &c.

CEO Caſe tanque le Judgment en *B. R.* eſt report en 3 *Mod. Rep.* 86. Mes ceſt Judgment fuit ore reverſe, pur ceo que la ne fuit aſcun Satisfaction en ceo Caſe; car le Court fuit de opinion que ceo Caſe differt del Caſe de deux Treſpaſſors, & pluis toſt fuit d'eſtre reſemble al deux Debtors per un joint & ſeveral Obligation; car per le Cuſtom le premier trahor de le Bill & cheſcun Indorſor de ceo eſt liable al Payment d'un Sum certain al le darrein Indorſor, coment le Action eſt a recover ceo per voy de Damages.

Browne v. Archeveſque de *Canterbury* en Brief d'Error en *Exchequer-Chamber* ſur Judgment done pur le Archeveſque vers *Browne* en *B. R.*

Mich. 35 Car. 2. Regis. *B. R.* Rot. 672.

London ſſ. Memorandū q̄d alſ ſcilt termino Sci Michis ult' p̄terito coram Dnō Rege apud Weſtm̄ ven̄ Reverendiſſimus in Chriſto Pater ac Dnus Dñus Gulielmus Providentia Divina Cantuar' Archiep̄us totius Anglie Primas & Metropolitan̄ ꝑ Ricum̄ Drayton Attorn̄ ſuū & ꝓtulit hic in Cur' dci Dni Regis tunc ibm quandam billam ſuam verſus Ricum Browne Gen̄ un̄ Attorn̄ in Cur' Dni Regis coram ipſo Rege exiſten̄ p̄ſen̄ hic in Cur' in ꝓpr' ꝑſona ſua de plito debiti Et ſunt pleg' de ꝓſequend ſcilt Johes Doe & Ricardus Roe que quidem billa ſequitur in hec ꝟba: ſſ. London ſſ. Reverendiſſimus in Chriſto Pater ac Dñus Dñus Gulielmus Providentia Divina Cantuar' Archiep̄us totius Anglie Primas & Metropol' queritur de Rico Browne Gen̄ un̄ Attorn̄ in Cur' Dni Regis coram ipo Rege exiſten̄ preſen̄ hic in Cur' in ꝓpr' ꝑſona ſua de plito q̄d reddat ei treſcent' libr' legalis monet' Anglie quas ei debet & injuſte detinet ꝓ eo videlt q̄d cum p̄d' Ricus

Bill de Debt pur 300l. ſur Obl. fait 9 Oct. 31 Car. 2.

c̄us nono die Octobr' anno regni Dn̄i Caroli ſecundi nunc Regis Anglie &c. triceſimo primo apud London p̄d videl't in parochꝫ b̄te Marie de Arcubus in warda de Cheap ꝑ quoddam ſcriptū ſuū obligatoriū ſigillo ipſius Ric̄i ſigillat' Curꝫ d̄ci Dn̄i Regis nunc hic oſtens' cujus dat' eſt eiſdem die & anno cogn' ſe teneri & firmit' obligari p̄fat' Reverendiſſimo Archiep̄o ꝑ nomen Reverendiſſimi in Chriſto Patris ac Dn̄i Dn̄i Willielmi Providentia Divina Cantuar' Archiep̄i totius Anglie Primat' & Metropolitan' in p̄d treſcent' libris ſolvend̄ eidem Reverendiſſimo Archiep̄o cum inde requiſit' eſſet p̄d tamen Ric̄us licet ſepius requiſit' &c. p̄d treſcent' libras p̄fat' reverendiſſimo Archiep̄o nondum ſolvit ſed ill' ei hucuſqꝫ ſolvere omnino contradixit & adhuc contradic' ad dampnū ipſius Reverendiſſimi Archiep̄i vigint' librar' Et inde ꝓduc' ſectam &c.

Et modo ad hunc diē ſcilt diē Martis ꝓx' poſt tres Septimanas Sc̄i Michis iſto eodm̄ Termino uſqꝫ quem diem p̄d Ric̄us hūit licenciam ad billam pred̄ interloquend̄ & tunc ad reſpondend̄ &c. coram Dn̄o Rege apud Weſtm̄ ven̄ tam predictus Reverendiſſimus Archiep̄us ꝑ Attorn̄ ſuū predictum quam predictus Ricardus in ꝓpr' ꝑſona ſua Et idem Ricardus defend̄ vim & injur' quando &c. Et pet' audit' ſcripti obligator' predicti & ei legit' pet' eciam auditū condicon̄ ejuſdem ſcripti & ei legit' in hec verba: The Condition of this Obligation is ſuch, That if the within-named *James Browne* the Uncle of the Mother next of Kin and Adminiſtrator of all and ſingular the Goods, Chattels and Credits of *James Morris* late of the Pariſh of Saint *Martins* in the Fields in the County of *Middleſex* Batchelour deceaſed, do make or cauſe to be made a true and perfect Inventory of all and ſingular the Goods, Chattels and Credits of the ſaid Deceaſed, which have or ſhall come to the Hands, Poſſeſſion or Knowledge of him the ſaid *James Browne*, or unto the Hands or Poſſeſſion of any other Perſon or Perſons for him, and the ſame ſo made do Exhibit or cauſe to be Exhibited unto the Regiſter of the Prerogative Court of *Canterbury*, at or before the laſt Day of *April* next enſuing; And the ſame Goods, Chattels and Credits, and all other the Goods, Chattels and Credits of the ſaid Deceaſed, at the time of his Death, which at any time after ſhall come to the Hands or Poſſeſſion of the ſaid *James Browne*, or into the Hands or Poſſeſſion of any other Perſon of Perſons for him do well and truly Adminiſter according to Law, and further do make or cauſe to be made, a true and juſt Account of his ſaid Adminiſtration, at or before the laſt Day of *October*, which ſhall be in the Year of our Lord God One Thouſand Six Hundred and Eighty, And all the reſt and reſidue of the ſaid Goods, Chattels and Credits which

Li. Lo.

Barr.
Oyer del Condic' que eſt meſme en effect ove le Cond' mention en le Stat. de Diſtribution des Eſtates de Inteſtates, (le Def. eſteant oblige enſemble ove *James Browne* Admin' de *James Morris*.)

ſhall be found remaining upon the ſaid Adminiſtrators Account the ſame being firſt examined and allowed of by the Judge or Judges (for the time being) of the ſaid Court, ſhall deliver and pay unto ſuch Perſon or Perſons reſpectively, as the ſaid Judge or Judges by his or their Decree or Sentence purſuant to the true Intent or Meaning of an Act of Parliament; Intituled, *An Act for the better ſettling of Inteſtates Eſtates*, ſhall limit and appoint: And if it ſhall hereafter appear, that any laſt Will and Teſtament, was made by the ſaid Deceaſed, And the Executor or Executors therein-named, do Exhibit the ſame into the ſaid Court, making requeſt to have it allowed and approved accordingly; If the ſaid *James Browne* within-bounden, being thereunto required, do render and deliver the ſaid Letters of Adminiſtration, Approbation of ſuch Teſtament being firſt had and made in the ſaid Court, then this Obligation to be void and of none Effect, or elſe to remain in full Force and Virtue. **Quibus lc̄is & audit' idem Ric̄us dicit q̄d p̄d Archiep̄us acc̄oñ ſuam p̄d virtute ſcripti obligatoꝛij p̄d verſus eum habere ſeu manutenere non debet Quia dicit q̄d p̄d Jacobꝰ Bꝛowne in ſcript̄ obligatoꝛ' p̄d ſuperius mencōnat̄ fecit verum & ꝑfect̄ Inventoꝛium omnium & ſinguloꝛum bonoꝛum catalloꝛum & creditoꝛum Jacobi Moꝛris in condicoñ ejuſdem ſcripti ſuperiꝰ mencōnat̄ & ill' exhibit̄ in regiſtrar' Pꝛerogative Cantuar̄ ante pꝛed̄ ultimũ diem Apꝛilis tunc pꝛ' ſequeñ dat̄ ſcripti obligator̄ p̄d Et q̄d bona catalla & credit̄ & omnia & ſingula al' bona catalla & credita p̄d Jacobi Moꝛris tempoꝛe moꝛtis ſue que poſtea deveñ ad manus ſive poſſeſſion' ipſius Jacobi Bꝛowne ſive in manus vel poſſeſſion' alicujus al' ꝑſon' vel perſonarũ ad ejus uſum bene & vere adminiſtravit ſecundũ legem Et ulterius idem Jacobus Bꝛowne fecit juſtum & ꝑfect̄ compũ de adminiſtracon' p̄d ad vel ante ultimum diem Octobr' que tunc foꝛet in anno millimo ſexcenteſimo & octogeſimo & omnia reſid̄ bonoꝝ & catalloꝝ reman' ſuper compō ill' ſolvit & deliberavit ꝑſon' ſive ꝑſon' reſpective ſecdm̃ decret̄ Judic' Cur' p̄d & ſecdm̃ Act̄ Parliament̄ in condicon' pꝛed' ſuperius mencōnat̄ q̄dq; ipē pꝛed̄ Jacobus Bꝛowne omnia & ſingula al' decret̄ ſive ſentenc' Judic' Cur' pꝛed̄ in indoꝛſ' ſcripti obligator' pꝛed̄ mencōnat̄ bene & fidelit̄ perfoꝛmavit & perimplevit ſcdm̃ foꝛmam & effecm̃ condicon' ejuſdem ſcripti obligator' ac ſecdm̃ veram intencōnem & conſtructionem dc̄i Actus Parliament̄ in condicon' pꝛed̄ ſuperius ſpec' Et hoc parat̄ eſt verificare unde idem Ric̄us Bꝛowne pet̄ judicm̃ ſi pꝛed̄ Archiep̄us acc̄on' ſuam pꝛed̄ inde verſus eum habere ſeu manutenere debeat &c.**

Plea, que le dit *James Browne* ad fait un voyer & perfect Inventory, &c.

Et que il ad voierment adminiſter, &c.

Et que il ad fait un voyer & juſt Account, &c.

Et que le dit *James Browne* ad perform touts les Decrees del dit Court, &c.

Replic'.

Et p̄d Archiep̄us dic' q̄d ipē ꝑ aliqua ꝑ p̄fat̄ Ricū ſuperius ꝑlitando allegat̄ ab actione ſua p̄d verſ' eum habend̄ p̄cludi non debet

debet quia ꝓteſtando q̇d p̄d Jacob⁹ Bꝛowne poſt coĩſſion' adminiſtracon' p̄d eidem Jacobo Bꝛowne ſic ut p̄fertur conceſſam & ante diem exhibicon' bille ipſius Archiep̄i p̄d non fecit verum & pfect inventoꝛium bonoꝝ & catalloꝝ vel creditoꝝ p̄d Jacobi Moꝛris nec illum exhibuit in Regiſtrar' Pꝛerogative Cantuar' ꝓut p̄d Ric̄us Bꝛowne ſuperius inde plitando allegavit Pꝛoteſtandoq; etiam q̄d diu̇ſa bona catalla & credita que fuer' p̄d Jacobi Moꝛris tempoꝛe moꝛtis ſue ad valenc' treſcentarū libꝛarū & amplius poſt coĩſſion' adminiſtracon' p̄d' ſic ut p̄fertur eidm Jacobo Bꝛowne conceſſ' & ante diem exhibicon' bille ipſius Archiep̄i p̄d ad manus poſſeſſion' & uſum ipſius Jacobi Bꝛowne devener' q̇dq; ipſe idem Jacob⁹ Bꝛowne bona catalla & credita illa vel aliquam parcell' inde non adminiſtravit juxta legem ſecundum foꝛmam & effecm condic̄onis p̄d ꝓut p̄d Ric̄us ſuperius inde ſitik allegavit ꝓ plito idem Archiep̄us dicit q̄d p̄d Jacobus Moꝛris in vita ſua ſcilt viceſimo ſeptimo die Martij año regni Dñi Regis nunc triceſimo pꝛimo apud London p̄d in parochia & warda ſup̄dict p quoddam ſcriptum ſuū obligatorium conceſſit ſe teneri cuidam Johi Herd in ducent' libꝛis legalis monet Anglie ſolvend eidem Johi cum inde requiſit' eſſet q̄dq; pꝛed ducent' libr' tempoꝛe moꝛtis p̄d Jacobi Moꝛris (licet ſepius in vita ejuſdm Jacobi Moꝛris p p̄fat' Johem requiſit' fuer') eidem Johi debit' & inſolut' fuer' Et idem Archiep̄us ulterius dicit q̄d bona catalla & credita que fuer' pꝛed Jacobi Moꝛris tempoꝛe moꝛtis ſue ad valenc' ducentarū libꝛarum & ampli⁹ poſt moꝛtem pꝛed Jacobi & ante diem exhibicon' bille pꝛed ad manus poſſeſſion' & uſum ipſius Jacobi Bꝛowne devener' unde eidem Johi Herd de debo ſuo pꝛed ſatisfeciſſe potuit ſcilt apud London pꝛed in paroch & warda pꝛed q̄dq; poſt coĩſſion' adminiſtracon' pꝛed & ante exhibicon' bille pꝛed ſcilt viceſimo die Octobr' anno triceſimo quarto ſupꝛadicto & ſepius antea & poſtea apud London' pꝛed' in paroch & warda pꝛed' pꝛed' Jacobus Bꝛowne per pꝛed' Johem Herd ad pꝛed' ducent' libr' eidem Johi Herd ſolvend' requiſit' fuit q̄dq; pꝛed' Jacobus Bꝛowne eaſdem ducent' libꝛas ſic ut p̄fert eidm Johi Herd debit' & inſolut' nec aliquam inde denar' eidem Johi Herd ad aliquod tempus hucuſq; non ſolvit ſeu ſatisfecit ſed pꝛed' ducent' libr' adhuc eidem Johi Herd debit' & inſolut' remanent Et hoc idem Archiep̄us parat' eſt verificare unde pet' Judicm & debm ſuū pꝛed' unacum dampnis ſuis occōne detencon' debi illius ſibi adjudicari &c. Demurrer, & Joinder en Demurrer, & Judgment pur le Pl. Mes fuit reverſe en l'*Exchequer-Chamber* per l'Opinion de touts les Juſtices, pur ceo que le Breach aſſigne per le Replication ne fuit deins le intent del Condition.

Proteſtation.

Auter Proteſtation.

Plea, que le Inteſtate fuit oblige en un Obl' de 200 l. al un *Jo. Herd*. Et le Breach del Cond' eſt aſſigne en non-paymt. de ceo Debt.

Error.

Sir *Jonathan Raymond*, & al' v. Dr. *Barbon.*

ſſ. Termino Sancti Hillarij anno triceſimo ſexto & triceſimo ſeptimo Caroli ſecundi nuper Regis, *&c.* & primo Jacobi ſecundi nunc Regis Angl' *&c.* Rot. 339.

London ſſ. **M**Emorand' quod als ſcilt Termino Paſche qui fuit anno regni Dni Caroli ſecundi nunc Regis Angl' &c. triceſimo ſecundo coram Dnō Rege apud Weſtm vener' Jonathan Raymond Mil' & Simon Lewis Mil' tunc Vic' Civitat' London p̄d' ꝑ Johannem Normanſell Attorn ſuū & ꝓtulet hic in Cur' dicti Dni Regis tunc ibm quandam billam ſuam verſus Nichum Barbon in Medicin Doctorem al' dic Nichum Barbon de Fleetſtreet London in Medicin Doctorem in cuſtod' Mar' &c. de placito debiti & ſunt pleg' de ꝓſequend' ſcilt Johannes Doe & Ricardus Roe Que quidem billa ſequitur in hec verba; ſſ. London ſſ. Jonathan' Raymond' Mil' & Simon̄ Lewis Mil' Vic' Civitat' London queruntur de Nicho Barbon in Medicin̄ Doctor' als dicto Nicholaum Barbon de Fleetſtreet London̄ in Medicin̄ Doctorem in cuſtod' Mar' Marreſc' Dni Regis coram ipſo Rege exiſten' de placito quod reddat ei ſexcent' libr' legalis monete Angl' quas ei debet & injuſte detinet ꝓ eo videl't quod cum pred' Nicholaus decimo quinto Novembr' anno regni Dni Caroli ſecundi nunc Regis Angl' &c. triceſimo primo apud London̄ pred' videl't in Paroch' bte Marie de Arcubus in Warda de Cheape London' per quoddam ſcriptum ſuū obligatorium ſigillo ipſius Nicholai ſigillat' Curieque dicti Dni Regis nunc hic oſtens' cujus dat' eſt eiſdem die & anno cognovit ſe teneri & firmit' obligari p̄fat' Jonathan & Simon per nomina Jonathan Raymond Mil' & Simon Lewis Mil' Vicecom civitat' London in p̄d ſexcentis libr' ſolvend eidem Vic' cum inde requiſit' eſſet p̄d' tamen Nicholaus licet ſepius requiſit' &c. pred ſexcent' libr' prefat' Vic' nondum ſolvit ſed ill' ei hucuſq; ſolvere omnino contradixit & adhuc contradic' ad dampn ipſius Vic' viginti libr' Et inde produc' ſectam &c.

Debt ſur Obl. fait al Pls. come *Vic'* de *London*.

Li. Lo.

Et modo ad hunc diem ſcilt diem veneris ꝓx' poſt Octabas Sancti Hillar' iſto eodem Termino (uſque quam diem p̄dcus Nicholaus Barbon huit licenc' ad billam pred interloquend & tunc ad reſpondend &c.) coram Dnō Rege apud Weſtm vener' tam pred Jonathan & Simon & Attorn suu pred quam pred Nicholaus p̱ Johannem Smith Attorn suu & pred Nicholaus defend vim & injur quando &c. Et petit auditu scripti obligatorij pred ac condicon ejusdem & ei legit in hec verba; ſſ. Noverint univerſi per preſentes Nos Johannem Rowly de Bridewell-precinct London Woodmonger Nicholau Barbon de Fleetſtreete London in Medicin Doctorem & Iſraelem Lane de Kew in Com Midd Gen teneri & firmit obligari Jonathan Raymond Mil & Simoni Lewis Mil Vic Civitat London in ſexcentis libr legalis monete Angl ſolvend eiſdem Vic aut eorum alteri ſuo eorum certo Attornat Executor Adminiſtrator vel Aſſignat ſuis ad quam quidem ſolucon bene & fidelit faciend obligamus Nos & quemlibt noſtru p̱ ſe ꝓ toto & in ſolido heredes Executor & Adminiſtratores noſtros & eorum quemlibt p̱ preſentes ſigillis noſtris ſigillat dat decimo quinto die Novembr anno regni Dni noſtri Caroli ſecundi nunc Regis Angl &c. triceſimo primo annoq; Dni 1679.

Oyer del Obligation.

The Condition of this Obligation is ſuch, That if the abovebounden *John Rowly* ſhall appear before our Lord the King at *Weſtminſter*, on *Fryday* next after fifteen Days of St. *Martin* to anſwer unto *John Comberleidge* and *Anne* his Wife, of a Plea of Treſpaſs, and alſo to a Bill of the ſaid *John Comberleidge* and *Anne* his Wife, to be exhibited againſt the ſaid *John Rowley* for five hundred Pounds Debt, Then this Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

Oyer del Condition.

Quibus lcis & audit idem Nicholaus petit Judicium de narracone p̄d quia dic quod narraco p̄d materiaq; in eodem content minus ſufficien in lege exiſtunt ad accon predictorum Jonathan & Simon verſus ipſum Nicholau hend manutenend Ad quam quidem narracon idem Nicholaus neceſſe non het nec p̱ legem terre tenet aliquo modo reſpondere Et hoc parat eſt verificare unde ꝓ defcu ſufficien narracon in hac parte idem Nicholaus pet Judicium de narracon p̄d & q̄d narraco ill caſſetur &c.

Demurrer.

Et predicti Jonathan & Simon dicunt q̄d p̱ aliqua p̱ p̄d Nicholaum p̄allegat narraco ipſorum Jonathan & Simon pred caſſari minime debet Quia dic q̄d narraco p̄d materiaq; eadem content bon & ſufficien in lege exiſtunt ad acconem ipſorum Jonathan & Simon inde verſus pred Nicholaum hend manutenend quam quidem narracon̄ materiamq; in eadem content iidem Jonathan̄ & Simon̄ parat ſunt verificare & ꝓbare prout Cur &c. & quia predictus Nicholaus ad narracon̄ ill non reſpondet nec illam hucuſq; aliqualit dedicit iidem Jonathan & Simon pet Judicium & debitum ſuu pred unacu dampn̄ ſuis occone detencon̄ debiti illius ſibi adjudicari ſed quia Cur dcī

Joinder en Demurrer.

Dnī Regis nunc hic de judicio ſuo de & ſuper p̃miſſis reddend̄ nondum adviſat̄ dies inde dat̄ eſt partibus p̃d̄ coram Dnō Rege apud Weſtm̄ uſq; diem pr' poſt de Judicio de & ſup p̃miſſis audiend̄ eo q̄d Cur̄ dict̄i Dnī Regis nunc hic inde nondum &c.

CEo caſe fuit en un brief d'Error port en *Cam' Scaccar'* ſur Judgment done pur *Barbon* en *B. R.* ſur Demurrer pur falſe Latine en divers lieus del Declarat' queux ſont apparent, mes le Judgment fuit revers ſur les Authorities enſuant, *viz.* 2 *Cro.* 576. *Dame Gargrave*'s Caſe, *Hob.* 70, *Lamb* v. *VViſeman*, *Co.* 5. 121. *Long*'s Caſe & *Co.* 10. 133. a. *Osborn*'s Caſe 2 *Saun.* 38. *Careſwel* & *Vaughan*'s Caſe, *Roll*'s Amendment 200, Et *Cro. Eliz.* 677. Sir *Rich. Lewſon*'s Caſe, Del part del Defendant en le brief d'error ceux Caſes fueront cite. *Co.* 5. 122. *Long*'s Caſe. *Co.* 8. 156. *Cro. Eliz.* 543. *Roll*'s Amendment 200.

Death v. *Serwonters* en brief d'error en *Cam' Scaccar'* ſur Judgment done v. *Death* Defendant en le Action en *B. R.*

Placita coram Domino Rege apud Weſtm' de Termino Sancti Hillarij annis regni Domini Caroli ſecundi nuper Regis Angl' *&c.* triceſimo ſexto & triceſimo ſeptimo & Domini Jacobi ſecundi nunc Regis Angl', *&c.* primo. Rot. 669.

London ſſ. MEmorand̄ quod al's ſcilt Termino Sci̅ Michis ultimo p̃terito coram Dnō Carolo ſecundo nuper Rege apud Weſtm̄ ven̄ Cornelius Serwonters Mercator p Johannem Green Attorn' ſuū & ꝓtulit hic in Cur̄ dict̄i Dnī Regis tunc ibm̄ quandam billam ſuam verſus Thomam Death Mercatorem in cuſtod̄ Mar̄ &c. de placito tranſgr' ſup caſū Et ſunt Pleg' de ꝓſequend̄ ſcilt Johannes Doe & Ricardus Roe que quidem billa ſequitur in hec verba; ſſ. London' ſſ. Cornelius Serwonters Mercator queritur de Thoma

Death

Narr. Que *London* eſt un Antient City. Que Uſance ſur Bills d'exchange enter *Venice* & *London* eſt 3 mois apres date.

Death Mercatore in cuſtod̃ Marr' Mareſc' Dn̄i Regis coram ipſo Rege exiſteñ ꝓ eo videlt q̃d cum Civit London' eſt & a toto tempore cujus contrarij memoria hom̄ non exiſtit fuit antiqua Civitas ac in eadem Civitate viz. in Paroch b̄te Marie de Arcubus in Warda de Cheape apud Mercator' traffican' int' Civitat' Venetie in partibus tranſmarinis & p̃d Civitat' London' uſancia Anglice uſance menconat' in aliqua billa Excambij direct' ꝑ aliquos Mercatores reſiden' in Venetia p̃d ad aliquem al' Mercator' reſiden' in London' p̃d' eſt & durante toto tempore p̃d fuit ſecundu' conſuetud̃ int' eoſdem Mercatores ꝑ totum tempus pred̃ uſitat' & approbat' conſuet' fore per ſpacm̄ trium menſiū a die dat' tal' bille Excambij Cumq; eſt & durante toto tempore ſuprad' fuit antiqua & laudabilis cons̃ in Civitat' p̃d in Paroch & Warda pred̃ uſitat' & approbat' int' Mercatores reſideñ apud Venetiam p̃d & Mercator' reſiden' apud London' p̃d videlt quod ſi aliqui Mercator' reſiden' apud Venetiam p̃d ſuper recepcon' alicujus denar' ſumme ſive valor' inde de aliquo al' Mercatore reſiden' apud Venetiam pred̃ fecer' aliquam billam Excambij & eandem bill' Excambij direxer' alicui al' Mercatori reſideñ apud London' p̃d' & eundem Mercatorem cui humoi bill' Excambij ſic direct' foret ꝑ humoi billam Excambij requiſiveret ſolvere aliquam denar' ſummam in humoi bill' Excambij menconat' ad uſanciam alicui al' Mercatori vel ꝑſone in humoi billa Excambij nominat' vel ordini ſuo & ponere eandem ad compum̄ ꝓut per adviſament' Anglice advice Et humoi Mercator cui humoi billa Excambij ſic foret direct' ſuper viſum humoi bille Excambij acceptavit ſecundum uſum Mercator' eandem billam Excambij tunc tal' Mercator ſic acceptañ aliquā tal' billam Excambij onerabilis in lege per tal' ſuam acceptac̃onem devenit ad ſolvend̃ tal' Mercatori vel ꝑſoñ vel ordini ejus cui ſoluc̃o ꝑ billam p̃d' direct' foret tal' denar' ſummam qual' in humoi billa Excambij menconat' & direct' foret ſolvi ut p̃fertur Et ſi humoi Mercator vel al' perſoñ in humoi billa Excambij nominat' cui vel ordini ſoluc̃o inde fact' foret ꝑ Indorſamentum humoi billam Excambij appunctuavit eandem denar' ſum̄am eſſe ſolut' alicui al' Mercator' vel perſoñ nominat' in tal' Indorſament' ſive ordini ꝓ valore menconat' fuiſſe in tal' Mercator' vel ꝑſon' qui fecit tal' Indorſament' tunc humoi Mercator cui humoi billa Excambij ſic foret direct' virtute acceptac̃onis ſue & humoi Indorſament' ꝑ p̃d conſuetud̃ uſitat' & approbat' int' Mercator' onerabilis exiſtit & a toto tempore ſuprad' onerat' eſſe conſuevit ad ſolvend̃ humoi Mercator' vel ꝑſon' in Indorſament' humoi bill' Excambij nominat' cui vel ordini ſoluc̃o inde ꝑ idem Indorſa-

Cuſtom pur le traher de Bills d'exch.

Cuſtom pur Indorſement de Bills, &c.

ment' fieri appunctuat' fuit hum̄oi denar' ſum̄am in hum̄oi billa menconat' ad tempus limitat' in ⁊ ꝑ hum̄oi bill' Excambij acceptat' ꝓ ſolucõne inde Et ſi hum̄oi Mercatoꝛ vel al' perſon' cui vel oꝛdini per pꝛimum Indoꝛſament' hum̄oi bille Excambij ſum̄am in eadem billa Excambij content' appunctuat' eſſet foꝛe ſolut' ꝑ al' Indoꝛſament' hum̄oi bille Excambij appunctuat' eandem denar' ſum̄am alicui al' Mercator' vel al' perſon' in eodem al' Indoꝛſament' nominat' vel oꝛdini ſuo pꝛo valoꝛe menconat' in eodem Indoꝛſament' eſſe habit' vel recept' per Mercatoꝛem qui fecerit dc̄m al' Indoꝛſament' tunc hum̄oi Mercatoꝛ cui hum̄oi billa Excambij foꝛet direct' virtute dict' acceptacõnis ſue ꝑ conſuetud' int' Mercatoꝛes a toto tempoꝛe ſupꝛad' uſitat' ⁊ appꝛobat' onerabilis exiſtit ⁊ onerat' eſſe conſuevit ad ſolvend' hum̄oi Mercator' ſive al' ꝑſone in dicto al' Indoꝛſament' hum̄oi bill' Excambij nominat' ⁊ cui vel oꝛdini ſolucõ inde ꝑ idem aliud Indoꝛſament' fieri appunctuat' fuit hum̄oi denar' ſum̄am in hum̄oi billa menconat' ad tempus limitat' in hum̄oi billa acceptat' ꝓ ſolucõne inde Et ſi hum̄oi Mercatoꝛ cui hum̄oi billa Excambij ſic foꝛet direct' ⁊ ꝑ eū acceptat' ad tempus in hum̄oi billa menconat' defecerit in ſolucõne hum̄oi denar' ſum̄e in hum̄oi billa Excambij menconat' dict' al' Mercatoꝛi ſive perſone vel oꝛdini ſuo cui vel oꝛdini per dictum al' Indoꝛſament' ſolucõ inde fieri appunctuat' foꝛet ad tempus in hum̄oi billa menconat' tunc per conſuetud' Mercatoꝝ a toto tempoꝛe pꝛed' uſitat' ſi hum̄oi Mercatoꝛ qui dictum al' Indoꝛſament' fecit ſolverit hum̄oi ſum̄am dicto al' Mercatoꝛi ſive perſone cui vel oꝛdini ſolucõ inde ꝑ hum̄oi al' Indoꝛſament' fieri appunctuat' fuit vel oꝛdini ſuo vel pꝛoinde ſatiſfecerit tunc per conſuetud' Mercatoꝝ a toto tempoꝛe ſupꝛad' uſitat' ⁊ appꝛobat' dict' Mercatoꝛ cui hum̄oi billa ſic acceptat' direct' fuit onerabilis exiſtebat ⁊ exiſtit ſolvere hum̄oi denar' dicto Mercatoꝛi vel perſone qui ꝑ dict' aliud Indoꝛſament' fecit dictam appunctuacõnem ſicut ipſe ꝑ dict' aliud Indoꝛſament' nullam appunctuacõnem feciſſet Cumq; quidam Ludovicus ⁊ Johannes Baptiſta Moꝛelli triceſimo die Junij anno Dn̄i milli'mo ſexcenteſimo octogeſimo quarto ſtilo novo exiſten̄ viceſimo die Junij anno Dn̄i milli'mo ſexcenteſimo octogeſimo quarto ſtilo Angl' apud Civitat' Venetie p̄d' reſiden̄ videl't in Paroch' bte Marie de Arcubus in Warda de Cheape ⁊ artem Mercator' adtunc ⁊ ibm̄ exercen' apud Venetiam pꝛed' ſecundum pꝛed' conſuetud' int' Mercatoꝛes in foꝛma p̄d' uſitat' pꝛimam ſuam billam Excambij geren' dat' in Venetia p̄d' eodem triceſimo die Junij anno Dn̄i milli'mo ſexcenteſimo octogeſimo quarto ſtilo novo exiſten̄ viceſimo die Junij anno Dn̄i milli'mo ſexcenteſimo octogeſimo

Cuſtom pur un ſecond Indorſement.

Que ſi le Merchant al que le Bill fuit direct, fiſt default de payment al 2d Indorſee, Donc ſi le 2d Indorſor pay, &c. al 2d Indorſee, le Merch. al que le Bill fuit direct eſt chargeable al 2d Indorſor.

Que *L.* & *J. M.* 30 Jan. *ſtilo novo*, &c. font lour primer Bill d'exch. direct al Def. pur 1000 Ducats, &c. d'eſtre pay devant 3 mois apres date al un *Ebertz.*

geſimo quarto ſtilo Anglicano fecerunt & eandem primam billam Excambij eidem Thome Death Mercatori exiſten' apud London' pred' videlt in Paroch & Warda pred̄ artem Mercator' tunc & ibm̄ exercen' dixerer' & ꝑ eandem primam billam Excambij iidem Ludovicus & Johannes Baptiſta Morelli eiſdem die & anno requiſiver' eundm̄ Thomam Death ad uſanciam videlt ad finem trium menſiu̅ ad ſolvend̄ ſuam primam billam Excambij Magiſtro Georgio Chriſtophero Ebertz vel ordini mille Ducatoꝝ Anglice Ducats ad quinquagint' & un̄ denar' & tres quarter' un' denar' per Ducat' Excambiat' Anglice Exchanged cu̅ eodem & poneret ad comput' ꝑut ꝑ adviſament' Poſteaq; & ante finem trium menſiu̅ poſt dat' p̄d bille Excambij ſcilt viceſimo primo die Julij anno Dnı̄ millimo ſexcenteſimo octogeſimo quarto ſtilo Anglicano apud London' p̄d predict' billa Excambij in London' p̄d in Parochia & Warda p̄d' oſtens̄ fuit eidem Thome Death idemq; Thomas Death eandem billam Excambij juxta pred' cons̄ int' Mercatores in forma p̄d' uſitat' eodem die & anno ult' pred' apud London' p̄d' in Parochia & Warda pred' acceptavit & manu ſua ſubſcripſit Et poſtea ſcilt undecimo die Auguſti anno Dnı̄ millimo ſexcenteſimo octogeſimo quarto ſtilo novo exiſten' primo die Auguſti anno Dnı̄ millimo ſexcenteſimo octogeſimo quarto ſtilo Anglican' pred' Georgius Chriſtopherus Ebertz ꝓ valore inde recept' de prefat' Cornelio Serwonters ꝑ Indorſamentu̅ pred' bille Excambij appunctuavit eandem ſum̄am in bill' Excambij pred' menconat' ſolvend' eidem Cornelio vel ordini ſuo tunc exiſten' Mercator' & artem Mercatoris exercen' ꝑ quam quidem acceptaconem & Indorſament' p̄d' bille Excambij ſcdm̄ conſuetud' int' Mercatores ſic ut ꝑfertur uſitat' & approbat' ac racone ꝑmiſſoꝝ p̄d' pred' Thomas Death onerabilis devenit ſolvere eidem Cornelio p̄d' mille Ducatoꝝ Anglice Ducats ad quinquaginta & un̄ denar' & tres quarter' un̄ denar' ꝑ ducat' in eadem billa Excambij acceptat' & menconat' ad tempus in & ꝑ eandem billam Excambij ꝓ ſolucone inde limitat' viz. ad finem triu̅ menſiu̅ a dat' pred' acceptat' bille Excambij Et pred' Cornelius Serwonters poſtea & ante expiracon' dictoꝝ triu' menſiu̅ ſcilt viceſimo die Auguſti anno ult' pred' ſtilo novo exiſten' decimo die Auguſti anno ult' pred' ſtilo Anglicano apud London' p̄d' in Parochia & Warda p̄d' per Indorſament' bille Excambij p̄d' & pro valore inde habit' de Magiſtro Juſtic' de Smith appunctuavit eandem ſum̄am in billa Excambij pred' menconat' ſolvend' Magiſtro Adam Conrad de Weſler vel ordini ſuo p̄d' Adq; poſtea & ante expiraconem dict' trium menſiu̅ videlt decimo nono die Septembris anno Dnı̄ millimo ſexcenteſimo

Que devant le fine des 3 mois le Def. accept le Bill & ſubſcribe, &c.

Indorſement per *Ebertz* al Pl.

Indorſement per le Pl. al un *Conrad*.

Indorſement per *Conrad* al *Debarry*, ſon Agent.

Que Def. ad notice de touts les Indorſements, & n'ad pay *Conrad* ou *Debarry*. Per que le Pl. pay *Conrad* ou Order, l'argent en le Bill.

Aſſumpſit, &c.

teſimo octogeſimo quarto ſtilo novo exiſten̄ nono die Septembr̄ anno Dn̄i milleſimo ſexcenteſimo octogeſimo quarto ſtilo Anglicano apud London̄ p̃d in Paroch & Warda p̃d dc̄us Adam Conrad de Weiler apunctuavit eandem ſum̄am in eadem billa Excambij menconat' ſolvend̄ cuidam David̄ de Barry ꝑ eodem Adam Conrad de Weiler Qui quidem David de Barry tunc fuit factor & Agens dict' Adam Conrad de Weiler De quibus quidem appunctuacon̄ pred̄ ſepal' Indorſament' idem Thomas Death ante expiracon̄ dict' triū menſiū h̄uit noticiam videlt in Paroch & Warda p̃d p̃dictus tamen Thomas Death non ſolvit p̃d ſum̄am in bill' p̃d menconat' eidem Adam Conrad de Weiler nec p̃d David̄ de Barry ad finem ſeu expiracon̄ dict' triū menſiū & rōne inde poſtea ſcilt decimo die Octobris anno Dn̄i mill'imo ſexcenteſimo octogeſimo quarto p̃d ſtilo veteri apud London̄ p̃d in Paroch & Warda p̃d p̃dictus Cornelius Serwonters ſolvit dict' Adam Conrad de Weiler vel ordini ſuo dict' ſum̄am in eadem billa Excambij content' ꝑ q̃d idem Thomas Death onerabilis exiſtebat & adhuc exiſtit virtute conſuetud̄ Mercatorꝝ p̃d ſolvere eandem denar' ſum̄am dc̄o Cornelio Serwonters Super quo in conſ̄ p̃miſs' pred̄ predictus Thomas Death cui pred̄ billa Excambij direct' fuit poſtea ſcilt decimo octavo die Octobris anno ſuprad̄ ſtilo Anglicano apud London̄ p̃d in Parochia & Warda p̃d' aſſumpſit ſuper ſe & prefat' Cornelio adtunc & ibm̄ fidelit' ꝓmiſit ad ſolvend̄ eidem Cornelio Serwonters eaſdem mille Ducatorꝝ Anglice Ducats ad quinquagint' & un̄ denar' & tres quarter' un̄ denar' ꝑ ducat' cū inde requiſit' eſſet predictus tamen Thomas ꝓmiſſion̄ & aſſumpcon̄ ſuas p̃d in forma p̃d fact' mīe curan̄ ſed totalit' negligen̄ p̃d mille Ducatorꝝ Anglice Ducats ad quinquagint' & un̄ denar' & tres quarter̄ un̄ denar' ꝑ ducat' attingen' ad ducent' & quindecim libr' duodecim ſolid̄ & ſex denar' legalis monete Angl' eidem Cornelio nondū ſolvit ſed ill' ſolvere hucuſque recuſavit & adhuc recuſat licet ad hoc faciend̄ pred̄ Thomas poſtea ſcilt viceſimo die Octobris anno ult' ſuprad̄ ſtilo Anglican̄ apud London̄ pred̄ in Paroch & Warda pred̄ ꝑ pred̄ Corneliū requiſit' fuit unde idm̄ Cornelius dicit quod ipſe deteriorat' eſt & dampn̄ h̄et ad valenc' quadringent' libr' Et inde producit ſectam &c.

Li. Lo.

Et modo ad hunc diem ſcilt diem veneris prox' poſt Octabas Sancti Hillarij iſto eodm̄ Termino uſque quem diem pred̄ Thomas Death h̄uit licenc' ad billam pred̄ interloquend' & tunc ad reſpond̄ &c. coram Dn̄o Carolo ſecundo nuper Rege apud Weſtm̄ ven̄ tam pred̄ Cornelius Serwonters ꝑ Attorn̄ ſuū pred̄ quam pred̄ Thomas Death ꝑ Baſiliū Hearne Attorn̄ ſuū Et idm̄ Thomas defend̄ vim & injur' quando &c. Et

dicit

Frivolous Plea.

dicit q̇d p̄d Cornelius Serwonters accon̄ ſuam p̄d inde verſus eū h̄ere ſeu manutenere non debet quia dicit q̄d p̄d Georgius Ebertz & Chriſtopherus Ebertz in bill' Excambij in narr' pred menconat' & appunctuat' ad recipiend' denar' ſum̄am in eadem billa ſpecificat' non ſolver' nec eoꝝ alt' ſolvit vel com̄utaret Anglice exchanged pred Ludovico Morelli & Johanne Baptiſta Morelli in pred billa Excambij nominat' & qui fecer' eandem billam vel eoꝝ alteri valorem p̄d' billam Excambij vel aliquam denar' ſum̄am vel ꝑtem inde Et hoc parat' eſt verificare unde petit Judiciū &c.

Demurrer.

Et p̄d Cornelius Serwonters dicit q̄d ipē ꝑ aliqua ꝑ pred Thomā Death ſuꝑius placitando allegat' ab acc̄one ſua pred inde verſus ipm̄ Thomam h̄end' p̄cludi non debet quia dicit q̄d pl̄itum p̄d' ꝑ p̄d' Thomam modo & forma p̄d' ſuperius pl̄itat' materiaqꝫ in eodm̄ content' minus ſufficien' in lege exiſtunt ad ipm̄ Corneliū ab acc̄one ſua pred' inde verſus p̄fat' Thomam h̄end' precludend' ad q̄d idem Cornelius neceſſe non h̄et nec ꝑ legem terre tenet' aliquo modo reſpondere & hoc parat' eſt verificare unde ꝓ defcū ſufficien̄ reſpons̄ in hac parte idem Cornelius Serwonters pet' Judiciū & dampna ſua pred' occ̄one p̄miſſoꝝ p̄d' ſibi adjudicari &c.

Joinder en Demurrer.

Et p̄d' Thomas Death dicit q̇d pl̄itum p̄d' ꝑ ipm̄ Thomam Death modo & forma p̄d' ſuꝑius pl̄itat' materiaqꝫ in eodm̄ content' bon̄ & ſufficien̄ in lege exiſtunt ad p̄d' Corneliū Serwonters ab acc̄one ſua p̄d' inde verſus ipm̄ Thomam h̄end' p̄cludend' Qd' quidem pl̄itum materiamqꝫ in eodem content' idem Thomas parat' eſt verificare & ꝓbare prout Cur' &c. Et quia pred' Cornelius ad pl̄itum ill' non reſpond' nec ill' hucuſque aliqualit' dedic' ipē idem Thomas ut prius petit Judiciū & q̄d pred' Cornelius ab acc̄one ſua pred' inde verſus ipm̄ Thomā h̄end' p̄cludat' &c. Sed quia Cur' dc̄i Dnī Regis nunc hic de Judicio ſuo de & ſuper p̄miſs' reddend' nondū adviſat' dies inde dat' eſt partibus p̄d' coram Dn̄o Rege apud Weſtm̄ uſque diem Mercurij prox' poſt Quindenā Paſche de Judicio ſuo de & ſuꝑ p̄miſs' ill' audiend' eo quod Cur̄ dc̄i Dnī Regis nunc hic inde nondū &c.

Cur' adviſare vult.

Ante quem diem dc̄us Dn̄us Carolus ſecund' Rex Angl' &c. diem ſuū clauſit extremū Ad quem diem coram Dn̄o Rege Jacobo ſecundo apud Weſtm̄ ven̄ partes p̄d' ꝑ Attorn̄ ſuos pred' ſuper quo vis̄ & ꝑ Cur̄ dc̄i Dn̄i Regis nunc hic plenius intellcis̄ & conſiderat' omnibꝫ & ſingulis p̄miſs' maturaqꝫ deliberac̄one ſuꝑinde h̄ita ꝓ eo quod videt' Cur' dc̄i Dn̄i Regis nunc hic quod pl̄itū p̄d' predc̄i Thome modo & forma pred' ſuꝑius pl̄itat' materiaqꝫ in eodm̄ content' minus ſufficien' in lege exiſtit ad pred' Corneliū ab acc̄one ſua p̄d' inde

Demiſe del Roy Car. 2.

Judgment que le Plea eſt inſufficient.

inde verſus ipm̄ Thomā hend' p̄cludend' Iō conſiderat' eſt q̄d p̄d' Cornelius dampna ſua verſus ipm̄ Thomā occōne premiſſ' p̄d' recuperare debeat Sed quia Cur̄ dc̄i Dñi Regis nunc hic incognit̄ exiſtit que dampñ ipē idem Cornelius occōne premiſſ' pred' ſuſtinuit

Brief d'enqu. de Damages agard.

Iō p̄cept̄ eſt Vic̄ q̄d ꝑ ſacrm̄ duodecim ꝓboꝝ & legaliū hom̄ de balliva ſua diligent̄' inquir̄ que dampñ ipſe idm̄ Cornelius tam occōne premiſſoꝝ p̄d' quam ꝓ miſ̄ & cuſtag' ſuis ꝑ ipm̄ circa ſectam ſuam in hac parte appōit̄ ſuſtinuit Et inquiſicoñ quam inde fecerit Dnō Regi apud Weſtm̄ die Veneris ꝓx' poſt Craſtin' Sancte Trinitatis ſub ſigill' ſuis & ſigill' eoꝝ ꝑ quoꝝ ſacrm̄ Inquiſicoñ ill' ceperint mittant una cū brevi dc̄i Dñi Regis eis inde direct̄ Idem dies dat' eſt p̄fat' Cornelio ibm̄ &c. Ad quem diem coram Dnō Rege apud Weſtm̄ ven' p̄d' Cornelius ꝑ Attorn' ſuū p̄d' & Vic̄ London' videlt Petrus Vandeput Mil' & Will'mus Goſtlin Mil' virtute bris dicti Dñi Regis eis inde direct̄ retorn' quandm̄ Inquiſicoñ indentat' coram eis apud Guildhall' Civitat' London' ſituat' in Parochia Sancti Lawrentij in veteri Judaiſmo in Warda de Cheape ejuſdem Civitat' decimo ſexto die Junij anno regni Dñi Jacobi ſecundi nunc Regis Angl̄ &c. primo ꝑ ſacrm̄ duodecim ꝓboꝝ &c. capt̄ ꝑquam compert' exiſtit quod p̄d' Cornelius ſuſtinuit dampñ occōne premiſſ' p̄d' ultra miſ̄ & cuſtag' ſua ꝑ ipm̄ circa ſectam ſuam in hac parte appōit' ad ducent' viginti & quinque libr̄ tres ſolid' & octo denar̄ Et pro miſ̄ & cuſtag' ill̄ ad viginti ſex ſolid' & octo denar̄

Judgment final.

Iō conſiderat̄ eſt q̄d pred' Cornelius recuperet verſus pred' Thomam dampñ ſua pred' per Inquiſicoñ pred' in forma pred' compert' necnon ſeptem libr̄ treſdecim ſolid' & quatuor denar̄ ꝓ miſ̄ & cuſtag' ſuis eidem Cornelio ꝑ Cur̄ dicti Dñi Regis nunc hic ex aſſenſu ſuo de Incrō adjudicat' que quidem dampñ in toto ſe attingunt ad ducent' trigint' quatuor libr̄ tres ſolid' & quatuor denar̄ Et pred' Thomas Death in miā.

DEux Errors fueront move per le Counſel del Pl. en le brief de Error.

1. Que le Cuſtom fuit unreaſonable, car come ceſt Cuſtom eſt alledge, poiet eſtre que le Defendant ſerroit trois foits Chargeable. *Sed non allocat'*; car per le Indorſement per *Ebertz* al Plaintif, il fuit Diſcharge de aſcun Payment al *Ebertz*; & per le Indorſement de Plaintiff al *Conrad*, il fuit Diſcharge de aſcun Payment al Pl. tanque le Pl. fuit novelment entitle a receiver le argent del Defendant per le Payment de ceo al *Conrad*, iſſint que al

temps del Action port envers le Defendant, nul perſon fuit entitle al aſcun action vers luy mes ſolement le Plaintiff.

Auter Error fuit aſſigne, que le Plaintiff n'ad averr en ſon Declaration que le Value fuit receive per les Drawers de le Bill, *ſed non allocat'* car ceo ne giſt en ſon bouch adire, Et ne fuit material a luy ou ceo fuit pay al eux ou nemy, & pur ceo le Judgment fuit affirme.

Margaret Grey Executrix de *Ralph Grey* vers *Thorowgood* & *Katherine* ſa feme Adminiſtratrix de *James Briggs* nient adminiſter per *Roger Briggs* & *Agnes Briggs* Executors de dit *James Briggs*; en Brief d'Error en *Cam' Scaccar'* ſur Judgment en *B. R.* vers le dit *Margaret Grey*.

Placita coram Domino Rege apud Weſtm' de Termino Sanctæ Trinitat' anno regni Domini Jacobi ſecundi nunc Regis Angl', &c. ſecundo. Rot. 139.

Vill' Novi Caſtri ſuper Tinam. } ſſ. Memoꝛand' q̄d alſ̄ ſcilt Termino Paſche ult' p̄terit' coꝛam Dnō Rege apud Weſtm̄ ven̄ Robertus Thoꝛowgood Armig' & Katherina uxoꝛ ejus Adminiſtratrix omnium & ſinguloꝝ bonoꝝ & catalloꝝ Jurium & Creditoꝝ que fuer̄ Jacobi Bꝛiggs Mercatoꝛ̄ nuꝑ patris ſui defunct' nondum Adminiſtrat' ꝑ Rogerū Bꝛiggs & Agnetam Bꝛiggs coexecutoꝛ̄ teſti & ult' voluntat' pꝛed' Jacobi modo defunct' ꝑ Nicholaū Harding Attoꝛn' ſuū Et ꝓtulerit hic in Cur̄ dc̄i Dn̄i Regis tunc ibm̄ quandā billam ſuam verſus Margaretam Gꝛey un̄ Executric' teſti & ult' voluntat' Radulphi Gꝛey alſ̄ nuper dict' Radulphi Gꝛey de Vill̄ & Com̄ Novi Caſtri ſuper Tinam Mercatoꝛ̄ defunct' in cuſtod' Marr̄ &c. de plito debiti Et ſunt pleg' de ꝓſequend' ſcilt Johannes Doe & Ricardus Roe que quidem billa ſequitur in hec verba:

Narr' en *B. R.* ſur un Obl' de 200l. fait 1 Maij 19 Car' 2. per le Teſtator *Ralph Grey* al dit *James Briggs.*

ſſ. Vill Novi Caſtri ſuper Tinam ſſ. Robertus Thorowgood Armig' & Katherina uxor ejus Adminiſtratrix omnium & ſinguloꝝ bonorum & catallorum Jur' & creditoꝝ que fuer' Jacobi Briggs Mercator' nup patris ſui defunct' nondũ Adminiſtrat' p Rogerum Briggs & Agnetam Briggs Coexecut' teſtĩ & ult' voluntat' pred' Jacobi modo defunct' queritur de Margareta Grey vid' Executr' teſtĩ & ult' voluntat' Radulphi Grey als nuper dict' Radulphi Grey de Vill' & Com̃ Novi Caſtri ſuper Tinam Mercator' defunct' in cuſtod' Mar̃ Mareſc' Dnĩ Regis coram ipõ Rege exiſtem̃ de plito q̃d reddat eis ducent' libr' legalis monete Angl' quas eis injuſte detinet pro eo videlt q̃d cum pred' Radus̃ in vita ſua ſcilt primo die Maij anno regni Dnĩ Caroli ſecundi nuper Regis Angl' &c. decimo nono apud Vill' Novi Caſtri ſuper Tinam in Com̃ ejuſdem ville p quodam ſcriptum ſuũ Obligatoꝝ ſigillo ipſius Radulphi in vita ſua ſigillat' Cur̃que dicti Dnĩ Regis nunc hic oſtens̃ cujus dat' eſt eiſdem die & anno cogñ ſe teneri & firmit' obligari prefat' Jacobo in vita ſua in pred' ducent' libr̃ ſolvend' eidem Jacobo Executoribus vel Adminiſtr' ſuis cũ inde requiſit' eſſet Ad quã quidem ſolucoñ bene & fidelit' faciend' idem Radus̃ in vita ſua obligavit ſe & Executor̃ ſuos firmit' per ſcriptũ obligator̃ pred' pred' tamen Radũs in vita ſua & pred' Margareta poſt ipſius Radulphi mortem licet ſepius requiſit' &c. pred' ducent' libr' eidem Jacobo in vita ſua ſeu prefat' Rogero & Agnet' poſt mortem ipſius Jacobi in vitis ipſoꝝ Rogeri & Agnet' ſeu prefat' Roberto & Katherine cui quidem Katherine Adminiſtraco omnium & ſinguloꝝ bonoꝝ & catalloꝝ Jur̃ & creditoꝝ que fuer̃ pred' Jacobi tempore mortis ſue nondum Adminiſtrat' per pred' Rogerum & Agnet' Coexecutor̃ teſtĩ & ult' voluntat' prefat' Jacobi per Ricardũ Lloyd Mil' legũ Doctorem reverendi in Chriſto priſ̃ & Dnĩ Dnĩ Nathaniel' providencia Divina Dunelm̃ Epiſcopi Vicar' in ſpialibus general' & official' principal' littime fulcit' ſexto die Novembr̃ anno Dnĩ milleſimo ſexcenteſimo octogeſimo quarto poſt mortem ipſoꝝ Rogeri & Agnet' apud Vill' Novi Caſtri ſuper Tinam in Com̃ ejuſdem ville debito modo commiſs' fuit poſt ipſoꝝ Rogeri & Agnet' mortem ſeu alicui eorum nondũ ſolver̃ nec eoꝝ alt' ſolvit ſed ill' prefat' Jacobo in vita ſua & prefat' Rogero & Agnet' in vitis ipſoꝝ Rogeri & Agnet' poſt ipſius Jacobi mortem & prefat' Roberto & Katherine poſt mortem ipſoꝝ Jacobi Rogeri & Agnet' hucuſque ſolvere omnino contradixer̃ & pred' Margareta ill' eiſdem Roberto & Katherine adhuc ſolṽe contradic' & injuſte detinet ad dampñ ipſoꝝ Roberti & Katheriñ trigint' libr̃ Et inde produc' ſectam &c. Et profer' hic in Cur' iidem Robertus & Katherin'

Adminiſtrat' commit al Pl. *Kath.* per le Vicar general, &c. del Eveſque de *Durham.*

Monſtrans de Letters d'Adminiſtrat'.

lrãs

lrās Adminiſtratoꝛias pꝛed' quaꝝ dat' eſt eiſdem die & anno ꝑ quas ſatis liquet Cur' hic ipſam Katherinam foꝛe Adminiſtr̄ de bonis pꝛed' Jacobi nondum Adminiſtrat' per pꝛed' Rogerum & Agnet' Et inde Adminiſtracon' here debeat &c.

Et modo ad hunc diem ſcilt diem veneris pꝛox' poſt Craſt. Sancte Trinitat' iſto eodem Termino uſque quem diem pꝛed' Margaret' (ſalvis ſibi omnibus & omninod' excepcōnibʒ quoad billam pꝛed') huit licenc' ad billam pꝛed' interloquend' & tunc ad reſpondend' &c. coꝛam Dnō Rege apud Weſtm̄ ven' tam p̄d' Robertus & Katherina per Attoꝛn' ſuū pꝛed' quam pꝛed' Margareta per Thomam Matthews Attoꝛn' ſuū Et eadem Margareta defend' vim & injur̄ quando &c. Et pet' Judiciū de billa pꝛed' quia dic' q̄d pꝛed' Radūs Gꝛey apud Vill Novi Caſtri ſuper Tinam pꝛed' in Com̄ ejuſdem ville obiit inteſtat' poſt cujus moꝛtem ſcilt ſecundo die Maij anno Dni milliſimo ſexcenteſimo ſeptuageſimo ſeptimo Ricardꝰ Lloyd Mil' legū Doctoꝛ Reverendi in Chꝛiſto pꝛis & Dni Dni Nathaniel' pꝛovidentia Divina Dunelm̄ Epiſcopi Vicar̄ in ſpialibus general' & official' pꝛincipal' litt'ime fulcit' Adminiſtracon' omnium & ſinguloꝝ bonoꝝ Jur̄ & creditoꝝ que fuer̄ pꝛed' Radulphi Gꝛey tempoꝛe moꝛtis ſue pꝛed' Margaret' apud Vill Novi Caſtri ſuper Tinam pꝛed' in Com̄ ejuſdem ville com̄iſit in quo caſu eadem Margaret' Adminiſtr̄ bonoꝝ & catalloꝝ que fuer̄ pꝛed' Radulphi Gꝛey & non Executrix teſti & ult' voluntat' ipſius Radulphi in billa pꝛed' Roberti & Katherin' pꝛed' noiari debuit Et hoc parat' eſt verificare unde pet' Judic' de billa ill Et quod billa ill caſſet' &c.

Al Jour de Imparlans les parties appearont.

Plea en Abatement que le dit *Ralp. Grey* moruſt in teſt'. Et que apres ſon mort ſcil. 2 Maij 1677. Adminiſtr' fuit commit a luy de biens de dit *Ra. Grey.* En quel Caſe el duiſſoit aver eſtre noſme Adminiſtratrix, &c.

Et pꝛed' Robertus & Katherin' dic' quod per aliqua per pꝛed' Margaret' ſuperius plitando allegat' bill ipſoꝝ Roberti & Katherine pꝛed' caſſari mīd debet quia dic' quod placitū pꝛed' per ipſam Margaret' modo & foꝛma pꝛed' in caſſacon̄ bille pꝛed ſuperius plitat' materiaque in eadem content' minus ſufficien̄ in lege exiſt' ad bill' ipſoꝝ Roberti & Katherine p̄d caſſand q̄dqʒ ipſi ad placitū p̄d modo & foꝛma p̄d ꝑ ipſam Margaret' ſuperius placitat' neceſſe non hent nec per legem terre tenent' aliquo modo rōndere Et hoc parat' ſunt verificare unde pꝛo defcū ſufficien̄ reſpons̄ pꝛed' Margaret' in hac parte iidem Robertus & Katherina pet' Judic' & q̄d p̄d Margaret' ad billam ill' reſpondeat &c.

Demurrer.

Et pꝛed' Margareta dic' q̄d placitū p̄d per ipſam Margaret' modo & foꝛma p̄d in caſſacon̄ bille p̄d ſuperius placitat' materiaqʒ in eodem content' bon̄ & ſufficien̄ in lege exiſt' ad bill' ipſoꝛum Roberti & Katherine pꝛed' caſſand q̄d quidem placitum modo & foꝛma pꝛed' ſuperius placitat' materiaqʒ in eodem con-

Joinder en Demurrer.

tent' ipſa eadem Margareta parat' eſt verificare & probare prout Cur̃ &c. Et quia p̄d Robertus & Katherin' ad placitũ ill' non reſpond̄ nec ill' hucuſq; aliqualit' dedic' eadem Margareta ut prius pet' Judic' Et q̄d billa p̄d' Roberti & Katherine pred' caſſetur &c.

Cur' adviſare vult.

Sed quia Cur' dicti Dnĩ Regis nunc hic de Judicio ſuo de & ſuper p̄miſſ' reddend̄ nondũ adviſatur dies inde dat' eſt partibus pred' coram Dnõ Rege apud Weſtm̃ uſque diem Sabbti prox' poſt quinden̄ Sancte Trinitat' de Judicio ſuo de & ſuper premiſſ' ill' audiend' eo q̄d Cur̃ dicti Dnĩ Regis nunc hic inde nondũ &c. Ad quem diem coram Dnõ Rege apud Weſtm̃ ven̄ partes pred' per Attorñ ſuos pred'

Judic' quod defend' ulterius Reſpondeat.

Super quo viſ̄ & per Cur̃ dicti Dnĩ Regis nunc hic plenius intellectis omnibus & ſingulis p̄miſſ' maturaque deliberacõne inde h̄ita pro eo q̄d videt' Cur̃ dicti Dnĩ Regis nunc hic quod placitũ p̄d' per p̄d Margaret' in caſſacon̄ bille p̄d' ſuperius placitat' materiaq; in eodem content' minus ſufficien' in lege exiſt' ad bill' ipſorum Roberti & Katherine pred' caſſand' Ob quod dcm̃ eſt per Cur' prefat' Margarete q̄d reſpond' prefat' Roberto & Katherine ad billam ſuam pred' Super quo dies inde dat' eſt prefat' Margarete coram Dnõ Rege apud Weſtm̃ uſque diem Mercurij prox' poſt tres ſeptiman' Sancte Trinitat' ad r̃ondend' ad bill' pred' pericklo incumbent' Idem dies dat' eſt partibus pred' ibm̃ &c.

Judgment final vers le Def. per nihil dicit.

Ad quem diem coram Dnõ Rege apud Weſtm̃ ven' pred' Robertus & Katherin' per Attorn' ſuũ pred' Et pred' Margareta licet ad eundem diem ſolempnit' exact' non ven' nec aliquid inde dic' in barram ſive preclucon' accõnis pred' Roberti & Katherine pred' per quod iidem Robertus & Katherin' reman' inde verſus eam indefenſ̄ &c. Jõ conſ̄ eſt quod pred' Robertus & Katherina recuperent verſus prefat' Margaret' debitum ſuũ pred' necnon octogint' & un' ſolid' pro dampn' ſuis que ſuſtin' tam occ̃one detenc̃onis debiti illius quam pro miſ̄ & cuſtag' ſuis per ipſos circa ſectam ſuam in hac parte appõit' eiſdem Roberto & Katherine per Cur' dicti Dni Regis nunc hic ex aſſenſu ſuo adjudicat' de bonis & catallis que fuer' pred' Radulphi tempore mortis ſue in manibus pred' Margarete Adminiſtrand' exiſten' ſi tantũ inde in manibus ſuis h̄eat Et ſi tantũ inde in manibus ſuis non h̄eat tunc dampñ pred' de bonis & catallis ipſius Margarete ꝓpr' levand' Et pred' Margareta in mīa &c.

LE Judgment en *B. R.* fuit affirme pur ceo que le Defendant n'ad travers que el n'ad adminiſter aſcuns biens de *Ralph Grey* devant Letters de Adminiſtrat' fueront grant a luy. *Vide* pur ceo, *Pine* & *Woolland*'s Caſe, 2 *Ven.* 179, 180.

Fairley v. *Roch* en Brief d'Error en *Cam' Scacc'* ſur Judgment vers *Fairley* en *B. R.*

Placita coram Domino Rege apud Weſtm' ſſ. Termino Sancti Michaelis anno regni Domini Jacobi ſecundi nunc Regis Angliæ, &c. ſecundo. Rot. 475.

London ſſ. MEmorandum q̄d al's ſcilt Termino Scē Trinitatis ultimo preterit' coram Dnō Rege apud Weſtm' ven' Mauricius Roche mercator ꝑ Johem Abington Attorn' ſuu' Et ꝓtulit hic in Cur' dci Dni Regis tunc ibm quandam billam ſuam verſus Patric' Fairley Ar' in cuſtod' Marr' &c. de plito tranſgr' ſuper caſum Et ſunt Pleg' de proſequend' ſcilt Johes Doe & Ricus Roe que quidm billa ſequitur in hec verba ſſ. London ſſ. Mauric' Roch mercator queritur de Patric' Fairley Ar' in cuſtod' Marr' Mareſc' Dñi Regis coram ipō Rege exiſten' ꝓ eo videl't q̄d cum apud London videl't in paroch' bte Marie de Arcubus in warda de Cheape ſit & a toto tempore cujus contrar' memoria hominu' non exiſtit fuit quedam antiqua & laudabilis conſuetudo inter mercatores & al' perſonas uſitat' & apꝓbat' videl't q̄d ſi aliquis mercator vel al' perſon' fecerit vel fecerint aliquam primam & ſecundam billam vel billas excambij ejuſdem tenoris & dat' ſecdm' conſuetud' mercator' & eandem vel eaſdem billam vel billas excambij direxerit alicui al' mercatori vel al' perſone ꝑ illam vel illas billam vel billas excambij requirens hum̃oi mercator' vel al' perſonam cui hum̃oi billa vel bille excambij ſic direct' fuerit vel fuerint ad aliquod tempus in hum̃oi billa vel billis excambij menc̄onat' ſolvere alicui al' mercatori vel al' perſon' in hum̃oi billa vel billis excambij menc̄onat' aliquam vel aliquas denar' ſum̃am vel ſum̃as ſterling' in hum̃oi billa vel billis excambij menc̄onat' ꝓ valore de hum̃oi mercatore vel al' perſon' in hum̃oi billa vel billis excambij menc̄onat' cui hum̃oi denar' ſum̃e in hum̃oi billa vel billis excambij menc̄onat' appunctuat' fuer' fiend'

Action ſur le Caſe vers le Trahor d'un Bill de Exchange, quel le Pl. ad pay *pro honore* del Indorſor del dit Bill.

Cuſtom pur Bills d'exch.

Cuſtom pur Indorſements, &c.

Que ſi le Acceptor ne voile payer l'argent al Indorſee, per que le Bill eſt proteſt ;

Et aſc' aut' Merch *pro honore* del Indorſor, voile pay l'argent al Indorſee, Donc le feſor del Bill eſt chargeable al ceſty que pay *pro honore*, &c.

Deux Bills trahe per le Def. direct al *J. R.* a payer 100 l. al *Jo. Digby*.

Digby Indorſe eux al un *Lincoln*.

fiend mencõnat' foꝛe recept' Ac ſi hum̃oi mercatoꝛ vel al' perſon' in hum̃oi billa vel billis excambij mencõnat' cui ſoluc̃o inde fiend' fuit ſuperſcripſit Anglice Indorſe nomen ſuu ſuper hum̃oi pꝛimam billam manu ſua ꝓpr' & per indoꝛſament ſuper hum̃oi ſecundam billam excambij appunctuavit hum̃oi denar' in hum̃oi billa vel billis mencõnat' ſolvend oꝛdini alicujus al' mercatoꝛis in hum̃oi indoꝛſament' mencõnat' Ac ſi hum̃oi mercatoꝛ vel al' perſon' cui hum̃oi billa vel bille excambij ſic direct' fuerit vel fuerint acceptavit hum̃oi pꝛimam billam excambij ſecdm conſuetud mercator' ac ſi hum̃oi mercatoꝛ vel al' perſon' qui ſic acceptavit hum̃oi billam vel billas excambij non ſolveret hum̃oi denar' ſum̃am vel ſum̃as in hum̃oi billa vel billis excambij mencõnat' hum̃oi mercatoꝛi in hum̃oi indoꝛſament' ſup hum̃oi pꝛimam billam excambij mencõnat' cujus oꝛdini ſoluc̃o inde fiend fuerit ꝑ quod hum̃oi pꝛima billa excambij ꝓteſtat' fuerit ſecdm conſuetud mercator' ꝓ non ſoluc̃one inde ſecdm tenoꝛem pꝛed bille excambij Ac ſi aliquis al' mercatoꝛ ſolveret ꝓ honoꝛe hum̃oi mercat' vel al' pſon' qui fecerit hum̃oi ſuperſcripc̃on' ſuper hum̃oi pꝛimam billam & indoꝛſament' ſuper hum̃oi ſecundam billam excambii aliquam vel aliquas denar' ſum̃am vel ſum̃as in hum̃oi billis mencõnat' hum̃oi mercatoꝛi in hum̃oi indoꝛſament' mencõnat' cujus oꝛdini ſoluc̃o inde fiend fuerit tunc hum̃oi mercat' vel al' pſon' qui ſic fecerit hum̃oi billam vel billas excambij ſecdm conſuetud pꝛed onerabil' exiſtit & duran' toto tempoꝛe ſupꝛadict' onerabil' & onerat' eſſe conſuevit ſolvere hum̃oi denar' ſum̃am vel ſum̃as in hum̃oi billa vel billis excambij mencõnat' hum̃oi mercatoꝛi vel al' pſone qui ſolveret hum̃oi denar' ſum̃am vel ſum̃as ꝓ honoꝛe hum̃oi mercat' vel al' perſon' qui ſic fecerit hum̃oi indoꝛſament' ut p̄fertur Cumq; quarto die Febꝛuarij anno Dñi millimo ſexcenteſimo octogeſimo tertio apud London' pꝛed videlt in paroch bte Marie de Arcubꝰ in warda de Cheap pꝛed' Patric' fecit quandam pꝛimam & ſecundam billam ſuam excambii ejuſdem tenoꝛ & dat' ſecdm conſuetud mercator' & eaſdem billas excambij direxit cuidm Jacobo Reilly ꝑ eaſdem billas excambii requirens p̄d Jacobum Reilly ad vigint' & un' dies viſ' ſolvere iſtam pꝛimam & iſtam ſecundam billam ſuam excambii cuidm Johi Digby Ar' centum libr' ſterl' ꝓ valoꝛe de ip̄o Johe Et pꝛed Johes Digby poſtea ſcil't quinto die Febꝛuarii anno pꝛed apud London' in paroch & warda pꝛed nomen ſuu manu ſua ꝓpr' ſuperſcripſit Anglice Indorſe ſuper p̄d pꝛimam billam excambii & per indoꝛſament' ſuper pꝛed' ſecundam billam excambii appunctuavit pꝛed centum libr' ſolvend' oꝛdini cujuſdam Michael' Lincolne tunc & ibm mercat' exiſten' & artem mercatoꝛis exercen' ꝓ valoꝛe de quodam Georgio Cole recept' Et p̃d' Jacobus Reilly poſtea ſcilt duodecimo die Februarii anno pred' apud London' pred' in parochia & warda pred' primam billam vidit & acceptavit ſecdm̃ conſuetud' mercator' Et idem Mauric' in facto dic' q̃d p̃d' Jacobus Reilly poſt acceptacon' pred' prime bille excambii non ſolvit p̃d' centũ libr' p̃fat' Michael' Lincolne ſecdm̃ tenorem p̃d' prime bille excambii & indorſament' p̃d' per quod poſtea ſcil't ſeptimo die Martii anno Dñi mill'imo ſexcenteſimo octogeſimo tertio apud London p̃d' in paroch & warda p̃d' p̃d' prima billa excambii ſecdm̃ conſuetud' mercator' ꝓteſtat' fuit pro non ſoluc̄one p̃d' centum librarũ ſecdm̃ tenorem pred' prime bille excambii Et p̃d' Mauritius poſtea ſcilt p̃d' ſeptimo die Martii anno ult' p̃d' apud London' p̃d' in paroch & warda p̃d' ſolvit p̃d' centum libr' p̃fat' Michael' Lincolne ꝓ honore p̃d' Johis De omnibus quidm' p̃miſſis pred' Patric' poſtea ſcil't primo die Aprilis anno Dñi mill'imo ſexcenteſimo octogeſimo quarto apud London' p̃d' in paroch & warda p̃d' notic' habuit Rac̄one quoꝝ quidem premiſſoꝝ p̃d' Patric' devenit onerabil' ſolvere p̃fat' Mauritio pred' centũ libr' ac in cons' premiſſoꝝ pred' Patric' adtunc & ibm ſcil't die & anno ult' p̃d' apud London' p̃d' in paroch & warda pred' aſſumpſit ſup' ſe & prefat' Mauricio adtunc & ibm fidelit' ꝓmiſit q̃d ipſe idem Patric' pred' centũ libr' prefat' Mauric' bene & fidelit' ſolvere & contentare vellet Cumq; poſtea ſcil't die & anno ult' p̃d' apud London' pred' in parochia & warda pred' pred' Patric' indebtat' fuit prefat' Mauric' in al' centũ libr' legalis monet' ꝓ diverſis denar' ſum̄is per ipſum Mauric' ꝓ p̃fat' Patric' ante tempus illud ſolut' expõit' & erogat' Et ſic inde indebitat' exiſten' ipſe idem Patric' in conſideracoñ inde poſtea ſcil't die & anno ult' pred' apud London' pred' in paroch & warda pred' aſſumpſit ſuper ſe & prefat' Mauric' adtunc & ibm fidelit' ꝓmiſit q̃d ipſe idem Patric' pred' centũ libr' ult' menc̄onat' p̃fat' Mauric' ſilit' bene & fidelit' ſolvere & contentare vellet pred' tamen Patric' ſeperal' ꝓmiſſion' & aſſumpc̄on' ſuas p̃d' mīe curan' ſed machinan' & fraudulent' intenden' eundem Mauric' in hac parte callide & ſubdole decipere & defraudare pred' ſeperal' denar' ſum̄as aut aliquam inde denar' p̃fat' Mauric' nondũ ſolvit licet ad hoc faciend' p̃d' Patric' ꝑ p̃fat' Mauric' poſtea ſcil't primo die Junij anno regni Dñi Jacobi ſecundi nunc Regis Anglie &c. ſecundo apud London' pred' in Paroch & warda pred' requiſit' fuit unde idem Mauric' dic' q̃d ipſe deteriorat' eſt & dampnũ habet ad valenc' quadragint' libr' Et inde ꝓduc' ſectam &c.

J. R. accept le primer bill.

J.R. ne pay al *Lincoln*, &c.

Le primer bill eſt proteſt.

Le Pl. pay ceo al dit *Lincoln pro honore* de dit *Digby* le Indorſor.

Promiſe del Def.

2. Narr'. *Indeb.* Aſs.

Et modo ad hunc diem ſcilt diem Sabbati ꝓx' poſt tres ſept' Sc̄i Mich iſto eodem termino uſq; quem diem pred' Patric' Fairley habuit licenc' ad billam p̃d̃ interloquend' & tunc ad reſpondend'

Judgment *pro Quer.* per *nil dicit.*

dend &c. coꝛam Dño Rege apud Weſtm̄ ven̄ p̄d Mauric Roch p Attoꝛn̄ ſuū p̄d Et p̄d Patric ad diem ill' licet ſolempnit exact non ven̄ nec aliquid inde dic̄ in barram ſive pꝛecluc̄on actiōn pꝛed ipſius Mauric̄ per q̄d idem Mauric̄ remanet inde verſus p̄fat Patric̄ indefenſ &c. Ob q̄d pꝛed Mauric̄ dampna ſua verſus p̄fat Patric̄ occ̄one p̄miſſoꝝ recuperare debeat ſed quia Cur Dn̄i Regis nunc hic incogn̄ exiſtit que dampna p̄d Mauric̄ occ̄one pꝛemiſſ' ſuſtinuit Jō p̄cept eſt Vic̄ q̄d p ſacrm̄ p̄boꝝ & legaliū hominū de ballia ſua diligent inquir que dampna pꝛed Mauric̄ tam occ̄one p̄miſſoꝝ quam p mis̄ & cuſtag' ſuis p ipm̄ circa ſectam ſuam in hac parte appōit ſuſtinuit Et inquiſic̄on quam &c. Dnō Regi apud Weſtm̄ die Martis pr' poſt Octab̄ Sc̄i Martini ſub ſigillo &c. & ſigillis &c. mittant unacum bꝛi Dn̄i Regis ſibi inde direct idem dies dat eſt p̄fat Mauric̄ ibm &c. ad quem diem coꝛam Dnō Rege apud Weſtm̄ ven̄ p̄d Mauric̄ p Attoꝛn̄ ſuū p̄d Et Vic̄ ſcil't Thomas Fowle Mil' & Thomas Rawlinſon Mil' retoꝛn̄ quandam inquiſic̄on coram eis capt apud Guihald' in Civit London in paroch Sc̄i Laurentii in Veteri Judaiſmo in warda de Cheap ejuſdem Civit viceſimo ſecundo die Novembꝛis anno regni dc̄i Dn̄i Regis ſecundo p ſacrm̄ duodecim p̄boꝝ & legalium hominum &c. p quam compert exiſtit q̄d p̄d Mauric̄ ſuſtinuit dampna occ̄one pꝛemiſſoꝝ pꝛed' ultra mis' & cuſtag' ſua p ipm̄ circa ſectam ſuam in hac parte appōit ad centum & ſeptemdecim libr & p mis̄ & cuſtag' ill' ad vigint & ſex ſolid & octo denar Jō conſ' eſt q̄d p̄d' Mauric̄ recuperet v̄ſus p̄fat Patric̄ dampn̄ ſua p̄d' p inquiſic̄on p̄d' ſuperius in foꝛma p̄d' compert necnon quinque libr treſdecim ſolid' & quatuoꝛ denar p mis' & cuſtag' ſuis p̄d' eidem Mauric̄ per Cur dc̄i Dn̄i Regis nunc hic ex aſſenſu ſuo de increment adjudicat que quidem dampn' in toto ſe attingunt ad centum vigint & quatuoꝛ libr Et p̄d' Patric̄ in mia &c.

Damages trove per Inqu. 117 l.

Judgment final.

LE Judgment fuit revers, pur ceo que le Cuſtom, come fuit alledge en ceo Caſe, fuit trope general; car eſt fait d'extender al touts manner de Perſons per tout le mond. La fuit un auter grand fault en le Record, que les Damages mis en le Declaration ſont 40 *l.* ſolement, & les Damages trove per le Inquiſit' ſont 117. & Judgment fuit done pur touts les dits Damages; Mes ſur ceo ne fuit inſiſt.

†

Henry Glover v. *Benjamin Kendal* en Brief d'Error en *Exchequer-Chamber* ſur Judgment done en *B. R.* vers *Glover* Def. en ceſt Action.

Placita coram Domino Rege apud Weſtm' ſſ. Termino Sanctæ Trinitatis anno regni Domini Jacobi ſecundi nunc Regis Angliæ, &c. ſecundo. Rot. 627.

Narr'

Midd' ſſ. Memorandum qđ al's ſcilt termino Paſche ult' pterito coram Dnō Rege apud Weſtm' ven' Benjamin' Kendall p Baſilium Hearne ſen' Attorn' ſuum & ptulit hic in Cur' dcī Dnī Regis tunc ibm quandam billam ſuam verſus Henr' Glover Ar' Marr' Mareſc' Dnī Regis coram ipō Rege exiſten' preſen' hic in Cur' in ppr' perſona ſua de plito debi Et ſunt pleg' de pſequend' ſcilt Johes Doe & Ricus Roe que quidem billa ſequitur in hec vba: ſſ. Midd' ſſ. Benjamin' Kendall queritur de Henr' Glover Ar' Marr' Mareſc' Dnī Regis coram ipō Rege exiſten' pſen' hic in Cur' in ppr' perſona ſua de plito qđ reddat ei ſexcent' & duas libr' & ſex ſolid' legalis monete Anglie quas ei debet & injuſte detinet p eo videl't qđ cum pred' Benjamin' Kendall per nomen Benjamin' Kendall Executor' teſti & ult' volunt' Elizabethe Bond Vid' defunct' alias nup dict' Elizabethe Bond de London' Vid' al's ſcil't termino Scī Michaelis anno regni Dnī Caroli ſecundi nuper Regis Anglie &c. triceſimo ſexto in Cur' dcī nup Dnī Regis coram dcō Dnō nuper Rege hic ſcilt apud Weſtm' in Com' pred' p Judic' ejuſdem Cur' recuperaſſet verſus Johem Farrington mercator' al's dict' Johem Farrington de London' mercator' ſexcent' libr' de debo necnon quadraginta ſex ſolid' p dampnis ſuis que ſuſtin' tam occone detencon' debi illius quam p miſ & cuſtag' ſuis per ipm circa ſectam ſuam in ea parte appoit' unde idem Johes Farrington convict' eſt ſicut p recordum inde in Cur' Dnī Regis coram ipō Rege hic remanen' plenius liquet poſteaq; ſcil't die Jovis px' poſt Octab Purification' btē Marie Virginis in Termino Scī Hillarii tunc px' ſequen' coram Dnō Jacobo ſecundo nunc Rege Anglie &c. apud Weſtm' pd' ven' pred' Benjamin' Kendall in ppr' perſona ſua Et pred' Johannes Farrington adtunc & ibm preſen' in eadem Cur' ad petition'

Bill en Debt pur 602 l. & 10 s. en le *Debet & Detinet* pur un Eſcape.

Narr' que le Pl. per le Noſme de *Ben. Kendall* Exec' de *Eliz. Bond* ad recover vers *Jo. Farrington* 600 l. Debt & 2 l. 6 s. pur Damages, &c.

Farrington commit en Execution.

petition' pred' Benjamin' ꝑ Cur̄ dcī Dnī Regis nunc hic commiſſ' fuit priſon' Mar̄ Mareſc' Dnī Regis nunc in execucōn' ꝑ deƀo & dampnis pred' ꝓut ꝑ record' & ꝓceſs' inde in eadem Cur̄ dcī Dnī Regis nunc coram ipō Rege plenius liquet virtute cujus pred' Johannes Farrington fuit in cuſtod' pred' Henr̄ Glover adtunc & adhuc Mar̄ Mareſc' pred' exiſten' in execucōn' pro deƀo & dampnis pred' quouſq; poſtea ſcil't decimo nono die Aprilis anno ſecundo Jacobi ſecundi Regis pred' pred' Henr̄ Glover adtunc & adhuc Mar̄ Mareſc' pred' ut prefertur exiſten' apud paroch̄ Scī Martini in Campis in Com' Midd' pred' pred' Johem Farrington extra cuſtod' ipſius Henr̄ Glover evadere & ad largū quo idem Johes voluit ſine licenc̄ & contra volunt̄ ipſius Benjamin' Kendall ire permiſit (eodem Benjamino de deƀo & dampnis pred' aut aliqua inde parcell' adtunc vel adhuc nil ſatisfac̄ exiſten') ꝑ qd̄ actio accrevit pred' Benjamin' ad exigend & habend' de prefato Henr' Glover pred' ſexcent̄ & duas libr̄ & ſex ſolid' pred' tamen Henr' Glover licet ſepius requiſit̄ p̄d' ſexcent̄ & duas libr' & ſex ſolid' pred' Benjamin nondum ſolvit ſed ill' ei hucuſq; ſolvere omnino contradixit & adhuc contradic̄ ad dampn' ipſius Benjamin' quinquagint̄ libr' Et inde ꝓduc̄ ſectam &c.

Eſcape.

Judgment *v.* *Glover* per *Nihil dicit.*

Et modo ad hunc diem ſcil't diem Veneris prox' poſt Craſtin' Scē Trinitatis iſto eodem Termino uſq; quem diem pred' Henr' Glover habuit licenc̄ ad billam pred' interloquend' & tunc ad reſpondend' &c. coram Dnō Rege apud Weſtm̄ ven' pred' Benjamin' Kendall per Attorn' ſuū pred' Et pred' Henr' Glover ad eundem diem licet ſolempnit' exact' non ven' nec aliquid dic̄ in barr' ſive precluſion' accōn' pred' Benjamin' pred' per qd̄ idem Benjamin reman' inde verſus prefat̄ Henr' indefens' &c. Jō cons' eſt qd̄ pred' Benjamin' Kendall recuperet verſus prefat̄ Henr' Glover deƀm ſuū pred' necnon quinquagint̄ tres ſolid' pro dampnis ſuis que ſuſtin' tam occōne detencōnis deƀi illius quam pro miſ' & cuſtag' ſuis per ipm̄ circa ſectam ſuam in hac parte appoīt̄ eidem Benjamin' ꝑ Cur' dcī Dnī Regis nunc hic ex aſſenſu ſuo adjudicat̄ Et pred' Henr' in mia &c.

Le Judgment fuit reverſe, pur ceo que le Action fuit port en le *Debet & Detinet*, ou duiſt aver eſtre port en le *Detinet tant'* le Recovery en le primer Action eſteant come execut' & en le *Detinet tant'*. 3 *Cro.* 326. *Hitchcock*'s Caſe, *Lane* 79. *Co.* 5. 31. *Hargrave*'s Caſe, *Savil* 130. 2 *Cro.* 545. Sir *George Reynels* verſus *Lancaſter*.

Sir *Robert Clarke* v. *Ambroſe Iſtead* Adminiſtrator de *Thomas Manning* en Brief d'Error en *Camer' Scaccar'* ſur Judgment pur *Iſtead* vers *Clarke* Def. en *B. R.*

Placita coram Domino Rege apud Weſtm' ſſ. Termino Sanctæ Trinitatis anno regni Domini Jacobi ſecundi nunc Regis Angl' *&c.* ſecundo Rot. 372.

London' ſſ. Memorandum q̃d al's ſcil't Termino Paſche ult' preterit' coram Dño Rege apud Weſtm̃ venit Ambroſius Iſtead adminiſtrator omniũ & ſingulorũ bonorũ & catallorũ Jurm̃ & creditorũ que fuer' Thome Manning Ar' defunct' tempore mortis ſue qui obiit inteſtat' ut dicitur per Godfridũ Woodward Attornũ ſuũ Et ꝓtulit hic in Cur' dicti Dnĩ Regis tunc ib̄m quandam billam ſuam verſus Robertũ Clarke Mil' in cuſtod' Marr' &c. de plito debiti Et ſunt pleg' de ꝓſequend' ſcil't Joh̄es Doe & Ric̄us Roe que quidem billa ſequitur in hec verba: ſſ. London' ſſ. Ambroſius Iſtead adminiſtrator omniũ bonor' & catallorũ Jur' & creditorũ que fuer' Thome Manning Ar' defunct' tempore mortis ſue qui obijt inteſtat' ut dicitur queritur de Roberto Clarke Mil' in cuſtod' Marr' Mareſc' Dnĩ Regis coram ipſo Rege exiſten' de plito q̃d reddat ei ducent' libr' legalis monet' Anglie quas ei debet & injuſte detinet ꝓ eo videl't q̃d cum pred' Robert' Clarke per nomen Joh̄is Clarke in Lincolns-Inn in Com̃ Midd' duodecimo die Novembr' anno regni Dnĩ Caroli ſecundi nuper Regis Angl' &c. triceſimo ſexto apud London' pred' videl't in Paroch b̃te Marie de Arcubꝰ in Warda de Cheape per quoddam ſcriptum ſuu' obligatoriũ ſigil' ipſius Roberti ſigillat' Cur̃que Dñi Regis nunc hic oſtens' cujus dat' eſt eiſdem die & anno cogn' ſe teneri & firmit' obligari prefat' Thome in vita ſua in pred' ducent' libr' ſolvend' eidem Thome cũ inde requiſit' eſſet predcus' tamen Robertus licet ſepius requiſit' &c. pred' ducent' libr' eidem Thome in vita ſua ſeu prefat' Ambroſio poſt ipſius Thome mortem cui quidem Ambroſio Adminiſtrac̄o omniũ & ſingulorum bonorum & catallorum Jur' & creditorum que fuer' prefat' Thome tempore mortis ſue p Gulielmum ꝓvidenc' divina Cantuar' Archiepiſcopum totius Angl' primat' & metropo-

Narr, que le Def. Sir *Rob. Clarke* per le noſme de *J. Clarke per ſcript' ſuum obligator'*, &c.

litan' decimo octavo die April' anno Dnı̄ millimo ſexcenteſimo octogeſimo quinto apud London' pred' in Paroch & Warda pred' debita juris forma comiſſ' fuit nondum ſolvit ſed ill' eidem Thome in vita ſua & prefat Ambroſio poſt ipſius Thome mortem ſolvere omnino contradixit & adhuc contradic' & injuſte detinet ad dampnū ipſius Ambroſij vigint libr' Et inde produc' ſectam &c. Et profert hic in Cur' idem Ambroſius lrãs Adminiſtrator' prefat Archiepiſcopi pred' que comiſſion' Adminiſtr' eidem Ambroſio in forma pred' teſtant geren' dat eiſdem die & anno ſupradict &c.

Barr.

Non eſt fact' & iſſue ſur ceo.

Et modo ad hunc diem ſcil't diem veneris px' poſt Craſtin' Scī Trin' iſto eodm̄ Termino uſq; quem diem pred' Robertus Clarke huit Licenc' ad billam pred' inde interloquend' & tunc ad reſpondend' &c. coram Dnō Rege apud Weſtm̄ ven' tam pred' Ambroſius per Attorn' ſuū pred' quam pred' Robertus per Johannem Hancocke Attorn' ſuū Et idem Robertus defend' vim & injur' quando &c. Et dic' quod ſcriptum obligator' pred' non eſt factum ipſius Roberti Clarke propr' & de hoc pon' ſe ſuper priam̄ Et pred' Ambroſius inde ſilt &c. Jō veñ inde Jur' coram Dnō Rege apud Weſtm̄ die Jovis pror' poſt Octab Scī Trinitat Et quia nec &c. ad recogñ &c. quia tam &c. idem dies dat eſt partibus predictis ibm &c. Poſtea continuat inde proceſſ' int partes pred' de placito quod per Jur' poit inde int eos in reſpcū coram Dnō Rege apud Weſtm̄ uſque diem Mercur pror' poſt tres ſeptimañ Sancte Trinitat' extunc pror' ſequent' niſi dilcus & fidel' Dnı̄ Regis Edwardus Herbert Mil' capital' Juſtic' Dnı̄ Regis ad placita in Cur ipſius Dnı̄ Regis coram ipſo Rege tenend Aſſign' prius die Martis pror' poſt tres ſeptimañ Scī Trin' apud Guildhall' London' per formam Statuti &c. ven' p deſcū Jur &c. Ad quem diem coram Dnō Rege apud Weſtm̄ ven' p̄d Ambroſius p Attorn' ſuū pred' Et p̄fat capital' Juſtic' Dñi Regis coram quo &c. miſ hic record' ſuū coram eo hit in hec verba ſſ. Poſtea die & loco infracontent coram Edwardo Herbert Mil' capital' Juſtic' infraſcript aſſociat ſibi Ricardo Phillips Geñ per formam Statut &c. ven' infranominat Ambroſius Iſtead per Attorn' infracontent & infraſcript Robertus Clarke ad eundem diem licet ſolempnit exact non ven' ſed defalt fec Jō Jur unde infra fit mencō capiat verſus eū per defalt' Et Jur Jurē ill' exact' quidam eor videl't Thomas Symonds Thomas Barneſly Joſephus Baggs Ricardus Beauchampe & Johannes Bernard ven' & in ill' Jurat' exiſtunt & quia reſid Jur ejuſdm̄ Jur non comperuer' Jō al' de circumſtantibus per vic' Civit London' infraſcript' ad hoc elect ad requiſicon pred' Ambroſij Iſtead ac p mandat' capital' Juſtic' pred' de novo apponuntur quorum nomina panell' infraſcript' aſſilantur ſecundum formam Statuti in humoi caſu inde nuper edit' & pvis Et Jur' ſic de novo appõit' videlt Jacobus Woods Kenelm̃ Smith Samuel Hawkes Nicholaus Bendy Leonard Bates Phus Harmam & Alexus Pollington exact' ſil't ven' qui ad veritat' de infracontent' ſimulcum al' Jur' pred' prius ad hoc impannellat' & jurat' dicend' elect' triat' & jurat' dicunt ſuper ſacrm ſuum quod p̃d Robertus Clarke defend' ſigillavit & ut actu & facm ſuu deliberavit ſcriptum Obligator' in narr' infraſcript' ſpecificat' infranominat' Thome Manning tenor cujus quidem ſcripti obligator' Jur' p̃d modo hic in evidenc' oſtens ſequitur in hec verba; ſc. Noverint univerſi per preſentes me Johannem Clarke de de Lincolnes Inne in Com Midd Mil' teneri & firmit' obligari Thome Manning de Baldwins Garden in Com p̃d Armig' in ducent' lib' bone & legalis monet' Angl' ſolvend' eidem Tho. Manning aut ſuo certo Attorn Executor' vel Adminiſtrator' ſuis ad quam quidem ſolucon bene & fidelit' faciend' obligo me hered Executor' & Adminiſtrator' meos firmit' per p̃ſentes ſigillo meo ſigillat' dat' duodecimo die Novembr' anno regni Dni noſtri Caroli ſecundi Dei Gra Anglie Scot' Franc' & Hibernie Regis fidei defenſor' &c. triceſimo ſexto annoq; Dni mill'imo ſexcenteſimo & octogeſimo quarto. The Condition of this Obligation is ſuch, That if the above-bounden Sir *Robert Clarke* his Heirs, Executors, or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the above-named *Thomas Manning* his Executors, Adminiſtrators or Aſſigns, the full and whole Sum of One Hundred and Six Pounds of good and lawful Money of *England*, on the fourteenth Day of *February* next enſuing the Date hereof, That then this Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue. *Robert Clarke*. Sealed and Delivered in the Preſence of *Elizabeth Lewin*. Et Jur' pred' ulterius ſuper ſacrm ſuu pred' dicunt quod ppr' & reale nomen ipſius Def' tempore ſigillacon & deliberacon ſcript' obligator' pred' fuit Robertus Clarke & non Johannes ſed utru ſuper tota materia pred per Jur' pred' in forma pred' compert' videbit' Cur' dicti Dni Regis coram ipſo Rege q̃d ſcriptu obligator' p̃d eſt fcm ipſius Roberti Clarke propr' necne Jur' pred' penit' ignorant & inde pet' adviſament' Cur' dicti Dni Regis coram ipſo Rege Et ſi ſuper tot' materia pred per Jur' pred in forma p̃d compert' videbit' Cur' dicti Dni Regis coram ipſo Rege quod ſcriptu obligator' pred' eſt fcm ipſius Roberti Clarke propr' tunc Jur' pred' dicunt ſuper ſacrm ſuu pred' q̃d ſcript' Obligator' ill' eſt fcm ipſius Roberti Clarke propr' Et

Special Verdict.

Le Obl' trove en *hæc verba. Noverint,* &c. *me Johannem Clarke*, &c.

Que le proper & real noſme del Def. eſt *Ro. Clarke* & nemy *John Clarke*.

tunc aſſid̃ dampna ipſius Ambroſij occac̄one inde ultra mis̃ & cuſtag' ſua per ipſum circa ſectam ſuam in hac parte appōit̃ ad duodecim denar̃ Et ꝓ mis̃ & cuſtag' ill' ad quinquagint̃ tres ſolid' & quatuor denar̃ Sed ſi ſuper tot̃ materia p̄d per Jur̃ p̄d' in forma p̄d comperť videbit' Cur̃ dicti Dnī Regis coram ipſo Rege quod ſcriptum Obligator̃ p̄d non eſt factm̃ ipſius Roberti Clarke propt̃ tunc Jur̃ p̄d' ulterius ſuper ſacrm̄ ſuū p̄d' dicunt quod ſcript̃ Obligator̃ ill' non eſt factm̄ ipſius Roberti Clarke propt̃ modo & forma ꝓut ipſe idem Robertus ſuperius inde ꝓ ſe placitando allegavit Sed quia Cur̃ dicti Dnī Regis nunc hic de Judicio ſuo de & ſuper p̃miſs' reddend' nondum adviſatur dies inde dat̃ eſt partibus p̄d' coram Dnō Rege apud Weſtm̄ uſq; diem Sabti poſt quindeñ Sancti Martini de Judicio ſuo inde audiend̃ eo quod Cur̃ dc̄ Dnī Regis nunc hic inde nondum &c. Ad quem diem coram Dnō Rege apud Weſtm̄ ven̄ partes p̄d' per Attorn̄ ſuos p̄d' ſuper quo viſ̃ & per Cur̃ dicti Dnī Regis nunc hic plenius intellect̃ & conſiderat̃ omnibus & ſingulis p̃miſs' maturaque deliberac̄on̄ inde habita videt̃ Cur' dicti Dnī Regis nunc hic quod ſcriptū p̄d in narr̃ p̄d ſuperius menc̄onat̃ eſt factum ip- Roberti Clarke modo & forma ꝓut p̄d' Ambroſius ſuperius ꝑ narr̃ ſuam p̄d ſuppōit̃ Jō conſ̃ eſt q̄d p̄d Ambroſius Jſtead recuperet verſus p̄fat̃ Robertum Clarke debitum ſuū p̄d & dampna p̄d per Jur' p̄d in forma p̄d aſſeſs' necnon duodecim libr̃ ſex ſolid̃ & octo denar̃ ꝓ mis' & cuſtag' ſuis p̄d eidem Ambroſio ꝑ Cur̃ dicti Dnī Regis nunc hic ex aſſenſu ſuo de Jncrō adjudicat̃ Que quidem dampna in toto ſe attingunt ad duodecim libr̃ & un̄ ſolid' Et predictus Robertus capiat' &c.

Judgment pro Quer'.

P*ER tot' Cur'* le Judgment fuit reverſe, & en le Argument de ceſt Caſe ceux Caſes fueront cite a maintainer le reverſal; *Dier* 279. *b.Shotbolt*'s Caſe, 3 *Cro.*897. *Field* & *Winlow*'s Caſe.*Mo.*897. *Panton* & *Charles* Caſe, *Ow.*48. 2 *Cro.* 558. *Watkins* & *Oliver*'s Caſe, 2 *Cro.* 640. *Maby* & *Shepherd*'s Caſe, 2 *Brownlow* 48. Sir *Edward Aſhley*'s Caſe. Queux touts ſont fort & direct Caſes al ceſt purpoſe. Et *Nota*, que en le Caſe devant de *Maby* & *Shepherd non eſt factum* fuit pleade, & fuit trove pur Pl. & uncore le Judgment fuit arreſt.

John Lewin v. *Francis Brunetti* en Brief d'Error en *Cam' Scaccar'* ſur Judgment en *B. R.* pur *Brunetti* le Pl la.

Placita coram Domino Rege apud Weſtm' Termino Sanctæ Trinitatis anno regni Domini Jacobi ſecundi Regis Angl' &c. quarto Rot. 185. *Henley*.

London ſſ. Memorandum quod al's ſcilt Termino Paſche ult' ꝑterito coram Dnõ Rege apud Weſtm ven̄ Franciſcus Brunetti Mercator ꝑ Godfridum Woodward Attorn' ſuũ & ꝓtulit hic in Cur̄ dict̄i Dnī Regis tunc ibm quandam billam ſuam verſus Johannem Lewin Mercatorem in cuſtod̄ Mar̄ &c. de placito tranſgr' ſuꝑ caſu Et ſunt Pleg' de ꝓſequend̄ ſcilt Johannes Doe & Ricardus Roe que quidem billa ſequitur in hec verba; ſſ. London' ſſ. Franciſcus Brunetti Mercator queritur de Johe Lewin Mercator' in cuſtod̄ Marr' Mareſc' Dnī Regis coram ipſo Rege exiſten̄ ꝓ eo videlt q̄d cum Civit London' eſt & a tempore cujus contrar' memoria hom non exiſtit fuit antiqua Civitas Cumq; etiam Civitas Legorne in partib; tranſmarinis eſt & a toto tempore ſupdict̄o fuit antiqua Civitas Cumq; etiam uſancia Anglice uſance mencōnat' in aliqua Billa Excambij direct' ꝑ aliquem Mercatorem in Civit London' ꝓ tempore exiſten' reſiden' alicui al' Mercatori in Civitat' Legorne p̄d ꝓ tempore exiſten̄ comoran̄ eſt & a tempore ſupdict̄o ſecundum conſ̄ inter Mercator' p̄d ꝑ totu' idem tempus uſitat' eſſe conſuevit ꝑ ſpacium trium menſium a dat' humoi Bille Excambij Cumq; etiam apud London̄ p̄d viz. in Paroch bte Marie de Arcubus in Warda de Cheape het' & a toto tempore ſupdict̄o hebat' conſuetudo inter Mercatores & al' pſon̄ traffican̄ & artem Merchandizandi exercen̄ apud London̄ p̄d & Mercator̄ apud Civit Legorne p̄d videlt q̄d ſi aliquis Mercator apud London̄ p̄d comoran̄ ſive reſiden̄ fecit aliquam Billam vel Billas Excambij ſecundum uſum Mercator̄ videlt primam ſecundam tertiam & quartam de un' dat' tenor̄ & effectu & ꝓ una & eadem denar' ſumma & eaſdem Billas Excambij direxit alicui al' Mercatori apud Legorne p̄d reſiden̄ requiren̄ per eaſdem Bill' Excambij humoi Mercator' cui humoi Billa Excambij ſic direct' fuit ad uſanc' ſolve alicui al' Mercatori in humoi Billa Excambij nōiat' vel ordini ſuo aliquam

Narr' en un̄ Action ſur un Bill d'Exchange, que le Pl. ad pay *pro honore* del tr. hor del Bill.

Narr.

Que *Londres* eſt un auncient City.

Que *Legorne* eſt auncient City.

Que Uſance en Bills d'exchange de *Londres* al *Legorne* eſt trois mois.

Cuſtom pur le traher de 1, 2, 3, ou 4 Bills d'exch. de meſme le tenor.

Et que ſi tiel Bill ſoit proteſt pur non acceptance.

Et ſi aſcun auter Merchant, *&c.* de part & pur le honor de le drawer Prendra ſur luy a payer le Bill, Et ſubſcribera aſcun Note pur le payment de ceo ſur le returne de ceo.

Cuſtom pur Indorſement de tiel Bills.

aliquam denar' ſummam in humoi Billa Excambij ſpec' ꝓ valore de eodem Mercatore cui ſolucõ inde ꝑ humoi Bill' Excambij appunctuat eſt & fore fiend Et poneret ill' ad compũ ꝓut ꝑ adviſamentum Et ſi humoi Mercator cui humoi Bill' Excambij direct fuit aliqm earũdm Bill' Excamb acceptare recuſavit ſup requiſicõnem ei inde fact ꝑ qd tal' Bill' Excamb debo modo & ſecundum uſum Mercator' ꝓteſtat' fuit ꝓ non acceptacõne inde & ſi aliquis al' Mercator ſive al' ꝑſona comcium exercen̄ ſup notic' ei dat de humoi ꝓteſtacõne tal' Bill' Excambij pro non acceptacoñ inde ex parte & pro honore humoi Mercator qui Bill' Excambij ill' ſic fecit ſuſcepit ſup ſe ſolve humoi denar' ſum̄am in humoi Billa Excambij mencõnat ſecundm uſu Mercator' & aliqm̄ not ſubſcripſit pro ſolucõne inde ſup retorñ inde ſecundum cons' Mercator Et ſi humoi Mercator cui vel cujus ordini denar ſum̄a in humoi Billa Excambij appunctuat eſſet fore fiend ꝑ Indorſament ſup aliquam al' Billam earundem quatuor Billarũ Excambij ſecundum cons' Mercator fact ordinavit ſolucõnem denar' ſum̄e in eadem Billa Excambij ſic indorſat mencõnat fore fiend alicui al' Mercatori in tal' Indorſament nõiat vel ordini ſuo pro valore de eodem Mercatore recept Et ſi humoi Mercator in tal' Indorſament' nõiat vel ejus Factor in ea parte l'ittime authoriſat per al' Indorſament ſup eandem Billam Excambij ſecundũ cons' Mercator' ordinavit ſolucõnem denar' ſum̄e in eadem Billa Excambij mencõnat fore fiend alicui al' Mercatori in tal' Indorſament nõiat vel ordini ſuo pro valore in compõ Et ſi humoi Mercator in tal' ult Indorſament nõiat ꝑ al' Indorſament ſup eandem Billam Excambij ſecundum cons' Mercator' ordinavit ſolucoñ denar' ſum̄e in eadem Billa Excambij mencõnat fore fiend aliquibꝫ alijs Mercatoribꝫ in tal' Indorſament nõiat vel ordini ſuo pro valore de ipſis recept Et ſi humoi Mercator in tal' ult Indorſament ꝑ al' Indorſament ſup eandem Billam Excambij ſecundum cons' Mercator' ordinavit ſolucõnem denar' ſum̄ in eadem Billa Excambij mentionat' fore fiend alicui al' Mercatori in tal' Indorſament nõiat vel ordini ſuo pro valore ſup compõ Et ſi humoi Mercator in tal' ult Indorſament nõiat per al' Indorſament ſup eandem Billam Excambij ſecundum cons' Mercator' ordinavit ſolucoñ denar' ſum̄e in eadem Billa Excambij nõiat fore fiend alicui al' Mercatori in tal' Indorſament' mentionat vel ordini ſuo pro valore in excambio Et ſi humoi Mercator cui humoi Billa Excambij ſic direct fuit denar' ſummam in humoi al' Billa Excambij mentionat' ſolve vel ſatisfacere recuſavit ſecundum tenorem & effectum ejuſdem Bille & Indorſament' ſuperinde fact ſed permiſit eandem Billam Excambij fore proteſtat ſecundum uſum

Mercator̄ pro non ſoluc̄one inde & ſi aliquis al' mercator ſive mercatores ſuꝑ notic' hujuſmodi ꝓteſtacon' ꝓ non ſoluc̄one humoď bill' Excambij ex parte & ꝓ honore humoď mercator' cui vel cujus ordini denar̄ ſum̄a in eadem billa Excambij menc̄onat' appunctuat' fuit ſolvend' & qui eandem billam ſic primo indorſavit ſolveret ſeu ſolverent denar' ſum̄am in eadem billa Excambij ſic ꝓteſtat' ꝓ non ſoluc̄one inde menc̄onat' ac omnia onera cuſtagia & expenſ̄ ꝓ non ſoluc̄one ejuſdem bille excambij ſcd̄m uſū mercatoꝝ debit' & ſolubil' tal' mercatori in humoď ult' Indorſament' nominat' cui ſoluc̄o inde ꝑ eandem appunctat' fuit fiend̄ tunc talis mercator ſive al' ꝑſona comerciū exercen̄ qui ex parte & ꝓ honore humoď mercator' qui bill' Excambij ill' ſic fecit ſuſcepit ſuper ſe ad ſolvend̄ denar' ſum̄am in humoď billa Excambij menc̄onat' ſuper notic' ei dat' de humoď ꝓteſtac̄on̄ ejuſdem al' bille Excambij ꝓ non ſoluc̄one inde & de ſoluc̄one denar̄ ſum̄e in eadem billa Excambij cū omnibus oneribus cuſtag' & expenſis ex parte mercator' cui vel cujus ordini denar̄ ſum̄a in eadem billa Excambij menc̄onat' appunctuat' fuit ſolvend̄ & qui bill' ill' ſic primo indorſavit onerabil' exiſt' & a toto tempore ſupradicto onerabil' eſſe conſuevit & debuit ad ſolvend̄ denar̄ ſum̄am in humoď billa Excambij menc̄onat' (eadem denar' ſum̄a non exiſten' ſolut' ſuper aliquam al' bill p̄d̄ quatuor billarum Excambij) & omnia onera cuſtag' & expenſ̄ pro non ſoluc̄one denar' ſumme in billa Excambij ill' ſic proteſtat' pro non ſoluc̄one inde humoď mercatori cui ſoluc̄o inde per eandm̄ billam Excambij appunctuat' fuit fiend' Cumq; eciam decimo nono die Julij anno Dn̄i milleſimo ſexcenteſimo octogeſimo ſexto apud London̄ p̄d' videlt in Paroch & Warda p̄d' quidam Abrahamus Euriques Valentin adtunc & ibm̄ reſiden' & artem mercator̄ exercen̄ ſecundum conſ̄ mercatoꝝ pred' fecit quatuor bill Excambij omnes earum geren̄ dat' eiſdem die & anno de uno tenore & effcū & ꝓ una & eadem denar̄ ſumma & eaſdem quatuor billas Excambij direxit cuidam Jacobo Abendano tunc apud Legorne in partibus traſſmarinis pred' videlt apud London̄ pred' in Paroch & Warda predictis comerciū & artem mercator' exercen̄ & ꝑ primam billam Excambij de predictis quatuor billis Excambij pred' Abrahamus requiſivit pred' Jacobū ad uſanc' ſolvere iſtam ſuam primam Excambij ordini p̄fat' Franciſci Brunetti tunc reſiden̄ apud London̄ pred' in Paroch & Warda predictis & artem mercator' ibm̄ exercen̄ quingent' pecias monete forinſice vocat' Pieces of Eight Mexico & Seville ꝓ valore de eodem Franciſco Brunetti & poneret ill' ad comput' prout ꝑ adviſament' quam quidem billam Excambij idem Franciſcus poſtea ſcilt nono die Septembr' anno ſupradicto apud

Et ſi aſcun aut' Merch. de le part & pur le honor de luy al que le Bill fuit primerment d'eſtre pay, & que primerment endorſe ceo, Payera le bill, &c. al darrein endorſee; Donc le Merchant, &c. que priſt ſur luy a payer le bill &c. pur le Honor del Drawer, Sur notice, &c.

Ad eſtre touts temps chargeable a payer le bill, Et touts le Charges, &c. Al tiel Merch. al que le Bill fuit primerment d'eſtre pay.

Que *Abraham Euriques Valentine* trahe 4 Bills ſur un *Abendano* al *Legorne* a payer al Pl. 500 pieces de Eight.

Refuſal de *Abendano* d'accept', &c.

Legorne pred' ſcilt apud London pd in Paroch & Warda predictis eidem Jacobo Abendano oſtendebat & adtunc & ibm requiſivit eundem Jacobu acceptare eandem billam Excambij ſcdm cons mercator ſed ill acceptare predictus Jacobus adtunc & ibm totalit recuſavit per quod eadem billa Excambij poſtea ſcilt eodem nono die Septembris anno ſupradicto apud Leghorne pred ſcilt apud London pd in Parochia & Warda pd debito modo ſcdm cons mercator pd pteſtat fuit p non acceptacon inde de omnibus quibus quidem pmiſs' pred Johannes Lewin poſtea ſcilt eod nono die Septembris anno ſupradicto apud London pd in Paroch & Warda pdictis reſiden & comerciu excercen notic huit & adtunc & ibm pteſtacon in ſcriptis videbat Et ſupinde pd Johannes Lewin poſtea ſcilt eiſdem die & anno apud London pd in Paroch & Warda pd quandam notam in ſcriptis ſub manu ipſius Johannis Lewin ex parte & p honore pdicti Abrahami ſcdm cons mercator pd fecit & ſubſcripſit & p eandem notam pmiſit ſolvere billam Excambij ill ſup retorn inde Cumq eciam pdictus Abrahamus p ſecundam billam de pdictis quatuor billis Excambij requiſivit pfat Jacob ad uſanc ſolvere iſtam ſuam ſecundam billam Excambij (prima mid ſolut exiſten) ordini pfat Franciſci quingent pecias monet forinſice vocat Pieces of Eight Mexico & Seville p valor de eodem Franciſco & poneret ill ad compu put p adviſament Cumque pd Francus poſtea ſcilt die & anno ſupradictis apud London pd in Paroch & Warda pdictis ſcdm cons mercator pd p Indorſament ſup eandem ſcdam billam Excambij requiſivit pfat Jacob ſolvere ordini cujuſdam Alvares de Coſta (artem mercator adtunc excercen) in Indorſament pd nominat pd quingent pecias monete forinſice in pd Indorſat billa Excambij menconat p valor de ipſo recept Cumque quidam Joas Mendes de Coſta Factor Alvares de Coſta littime Authorizat eiſdem die anno & loco per Indorſament ſuper eandem billam Excambij ſecundum cons mercator requiſivit prefat Jacob ſolvere ordini cujuſdam Manuel de Vega (artem mercator adtunc excercen) in Indorſamento ill' nominat pd quingent pecias monet forinſice in pred' indorſat billa Excambij menconat pro valore in Compo Cumque pred' Manuel de Vega eiſdem die & anno apud Amſterdam videlt apud London pred' in Parochia & Warda pred' per Indorſament ſuper eandem billam Excambij ſecundum cons mercator requiſivit prefat' Jacob ſolvere ordini quorundem Paolo & Jeronimo Parenſi (artem mercatorum adtunc excercen) in Indorſamento ill' nominat' pred' quingent pecias monete forinſice in pred' indorſat' billa Excambij menconat pro valor de pred' Paolo & Jeronimo Cum-

que

Le Bill eſt proteſt pur non acceptance.

Le Def. ad notice de ceo, &c.

Et ſur ceo le Def. pur le honour de *Valentine* (le trahor) ſubſcribe un *Note* a payer le Bill, ſur le retorne de ceo.

Que *Valentine* le drawer del Bill per le ſecond Bill requeſt *Abendano* a payer al Pl. les dits 500 pieces de 8, le primer n'eſtant pay.

Indorſement del Bill per le Pl. al *Alvares de Coſta*.

Indorſement per *Joas Mendes* de *Coſta* le Factor d'*Alvar.* de *Coſta* al *Manuel* de *Vega*.

Indorſement per *Manuel* de *Vega* al *Paulo* & *Jeremino Parenſi*.

que pred Paolo & Jeronimo Parenſi eisdem die & anno & loco ult ſupradict per Indorſament ſuper eandem billam Excambij ſecundum uſũ mercatoꝝ requiſiver' prefat Jacob ſolvere ordini cujusdam Aurelio Rezzonico (artem mercatorum adtunc exercen̄) in Indorſamento illo nominat p̃d quingent' pecias monete forinſice in p̃d indorſat' billa Excambij mencõnat' ꝓ valor' ſuper compũ Cumq; pred Aurelio eisdem die & anno apud Venice ſcilt apud London̄ pred' in Parochia & Warda predictis per Indorſament' ſuper eandem billam Excambij ſecundũ uſũ mercatoꝝ requiſivit p̃d Jacobũ ſolv̄e ordini cujusdm̄ Jacob Arges (artem mercator' adtunc exercen̄) in Indorſament' ill' nominat' p̃d' quingent' pecias monete forinſice in p̃d' indorſat' billa excambij mencõnat' ꝓ valore in excambio cum Valerio Cipriani quam quidem billam excambij idem Franciſcus poſtea ſcilt viceſimo die Octob' anno ſupradicto apud Legorne p̃d ſcilt apud London' pred' in Parochia & Warda pred' eidem Jacobo Abendano oſtendebat & adtunc & ibm requiſivit eundem Jacob ſolvere eandem billam excambij ſecundum tenor' & effcm̃ ejusdem bille excambij & Indorſamentũ ſuperinde fact' ſed ill' ſolvere pred' Jacob Abendano adtunc & ibm totalit' recuſavit per quod eadem billa excambij poſtea ſcilt die anno & loco ult' ſupradict' debito modo & ſecundum uſũ mercatoꝝ in ea parte uſitat' ꝓteſtat fuit in ſcriptis ꝓ non ſolucõne inde & ſupinde quidm̄ Petrus Antonio Brunetti & Lucas Antonio Brunetti poſtea ſcilt die anno & loco ſupradictis (artem mercator' adtunc exercen') hentes noticiam de ꝓteſtacõne pred' ſecunde bille excambij pred' ꝓ non ſolucõne inde adtunc & ibm ex parte & ꝓ honor' predicti Franciſci ſolver' pred' quingent' Pecias monete forinſice in ead' billa excambij mencõnat' ac onera cuſtag' & expens̄ attingen̄ ad decem libras legalis monete Angl' ꝓ non ſolucõne inde de omnibus quibus quidem p̃miſſis pred' Johannes Lewin poſtea ſcilt primo die Decembris anno ſupradicto apud London' pred' in Parochia & Warda predictis notic' huit ac bill' excambij p̃d' retornat' exiſten' adtunc & ibm videbat quoꝝ p̃textu necnon virtute p̃miſſ' pred' p̃d Johannes Lewin ꝑ conſetud mercatoꝝ p̃d & ſubſcripcõn̄ note p̃d deven̄ onerabil' ſolvere p̃fat Franciſco p̃d quingent pecias monete forinſice in p̃d billa excambij mencõnat ac omnia onera cuſtag' & expens̄ ꝓ non ſolucõne inde Et ſuperinde predictus Johannes Lewin poſtea ſcilt eisdem die & anno apud London' pred' in Parochia & Warda p̃dictis in cons̄ p̃miſſ' p̃d' ſuper ſe aſſumpſit & eidem Franciſco adtunc & ibm fidelit' ꝓmiſit q̇d ipſe pred' Johannes p̃d quingent pecias monete forinſice vel valor' inde exiſten' centũ & duodecim libr' legalis monete Angl' ac onera cuſtag' & expens̄ pred attingen̄

Indorſement per les *Parenſies* al *Aurelius Rezzonico.*

Indorſement per *Rezzonico* al *Jam. Argas.*

Le Pl. monſtre le Bill al *Abendano*, &c. & require luy a payer ceo accordant al l'Indorſement.

Le quel il refuſe a faire.

Et ſur ceo le Bill fuit proteſt pur non payment.

Et ſur ceo *Petro Antonio Brunetti* & *Lucas Antonio Brunetti* pay le Bill, &c. (mes n'eſt dit al que) pur le honour del Pl.

Le Def. ad notice del Premiſſes.

Et ad un view del Bill ceo eſtant returne.

Promiſe del Def. a payer les 500 pieces de 8 & touts charges, &c.

Breach de promiſe que le Def. n'ad pay les 500 pieces de 8. Ou le value eſteant 172 l. Ou 10 l. les Charges, &c.

Averment que le tierce ou quart Bill de exchange ne fuit pay per le dit *Abendana*.

ad p̄d' decem libras eidm̄ Franciſco cū inde requiſit' eſſet bene & fidelit' ſolvere & contentare vellet pred̄ tamen Johannes promiſſion' & aſſumpc̄on' ſuas pred' mīd curan' ſed machinans & fraudulent' intendens eundem Franciſcum in hac parte callide & ſubdole decipere & defraudare pred' quingent' pecias monete forinſice vel valor̄ inde exiſten' pred' centū & duodecim lib̄ ſeu pred̄ decem lib̄ vel aliquem inde denar' eidem Franciſco non ſolvit nec ei ꝑ eiſdem hucuſq; aliqualit̄ contentavit licet ad hoc faciend' p̄d Johannes poſtea ſcilt primo die Januarij anno ſupradicto apud London' p̄d in Parochia & Warda pred' requiſit' fuit ſed ill' ei ſolv̄e omiō recuſavit & adhuc recuſat ad dampnū ipſius Franciſci centū & quinquaginta librar̄ Et inde produc' ſectam &c. Cum hoc q̄d idem Franciſcus verificare vult q̄d tercia vel quarta billa excambij de predictis quatuor billis excambij ſupius mencōnat' nunquam ſolut̄ fuit ꝑ p̄d Jacob Abendana.

Barre. *Non aſſumpſit* & iſſue ſur ceo.

Et modo ad hunc diem ſcilt diem veneris ꝓx' poſt Craſtin' Sci Trinitatis iſto eod̄ Termino uſq; quem diem p̄d' Johannes Lewin huit licenciam ad billam p̄dictam interloquend' & tunc ad reſpondend̄ &c. coram Dnō Rege apud Weſtm̄ ven' tam pred' Franciſcus ꝑ Attorn' ſuū p̄d quam p̄d Johannes per Egidiū Hooper Attorn' ſuū Et idem Johannes defend' vim & injur' quando &c. Et dic' q̄d ipſe non aſſumpſit ſuper ſe modo & forma ꝓut p̄dictus Franciſcus ſuperius verſus eū inde queritur Et de hoc pon' ſe ſuper Patriam Et pred' Francus inde ſimilit' &c. Jō ven' inde Jur̄ coram Dnō Rege apud Weſtm' die Martis ꝓx' poſt tres ſeptimanas Sci Michis Et qui nec &c. ad recogn' &c. quia tam &c. Idem dies dat' eſt partibus predictis ibm &c. Poſtea continuat' inde ꝓceſs' int' partes predictas de placito p̄dicto ꝑ Jur' pōit' inde int' eas in reſpectum coram Dnō Rege apud Weſtm̄ uſq; diem Mercurij ꝓx' poſt Craſtin' animar̄ extunc ꝓx' ſequen' niſi Dilcus̄ & fidelis Dnī Regis Robertus Wright Mil capitalis Juſtic' Dnī Regis ad placita in Cur̄ ipſius Dnī Regis coram ipſo Rege tenend̄ aſſign' prius die Martis ꝓx' poſt Craſtin' animar̄ apud Guildhall London' per formam Statut' &c. ven' ꝑ defcū Jur' &c. Ad quem diem coram Dnō Rege apud Weſtm̄ ven' p̄d Francus̄ per Attorn' ſuū predictum Et p̄fat' capital' Juſtic' coram quo &c. miſ hic recordū ſuū coram eo hit̄ in hec verba.

Le *Poſtea*.

Poſtea die & loco infracontent' coram Roberto Wright Mil' capital' Juſtic' infraſcript̄ aſſociat' ſibi Edwardo Ainge Gen' per formam Statuti &c. ven' tam p̄d Franciſcus Brunetti quam infraſcript̄ Johannes Lewin ꝑ Attorn' ſuos infracontent̄ Et Jurator' Jur̄e ill' unde infra fit mencō exact̄ quidam eorum videlt Thomas Goddard Thomas Brailsford Randolphus Manning Willielm⁹ Fitzackerley Jacob⁹ Woods Kenelmð Smith Francus̄ Brerewood Willielm⁹ Bridges Johannes Devnam Thomas Barneſley & Samuel' Snelling ven' & in Jur̄ illam Jurat̄ exiſtunt Et quia reſid̄ Jur' ejuſdem Jurð non comperuer' Jō al' de circumſtantibus per Vic' Civit' p̄d̄ ad hoc elect̄ ad requiſic̄onem p̄d̄ Franc̄i Brunetti ac ꝑ mandat' capital Juſtic' p̄d̄ de novo apponitur cujus nomen panello infraſcript' affilatur ſecundum formam Statut' in humoð caſu inde nuper edit̄ & ꝓvis̄ qui quidem Jur̄ ſic de novo appōit' videlt Nicholaus Brightwell exact̄ ſtit' ven̄ qui ad veritatem de infracontent̄ ſimulcū al' Jur̄ p̄d' prius impannellat' & jurat' dicend' elc̄i triati & jurati dicunt ſuper ſacrū ſuū q̄d p̄d Johannes Lewin aſſumpſit ſuper ſe modo & forma ꝓut p̄d Francus̄ Brunetti interius Vſus eū inde queritur Et aſſidunt dampna ipſius Franc̄i occ̄one premiſſ' p̄d ultra miſ̄ & cuſtag' ſua ꝑ ipſum circa ſectam ſuam in hac parte appōit̄ ad centū vigint' & tres libras duodecim ſolid̄ & quinque denar' & ꝓ miſ̄ & cuſtag' illis ad quinquaginta tres ſolid' & quatuor denar' Jō conſ̄ eſt q̄d p̄d' Francus̄ Brunetti recuperet verſus p̄fat' Johannem Lewin dampna ſua p̄dicta ꝑ Jur̄ p̄d' in forma p̄d' aſſeſſ' necnon vigint' & tres libras ſex ſolid' & octo denar' ꝓ miſ̄ & cuſtagiis ſuis p̄d' eidem Franc̄o ꝑ Cur̄ dicti Dnī Regis nunc hic ex aſſenſu ſuo de incrō adjudicat' que quidem dampna in toto ſe attingunt ad centū quadraginta & novem libras duodecim ſolid' & quinque denar' Et p̄d' Johannes in miað &c.

Verdict pur le Pl.

Judgment pro Quer'.

LE Error ſur que fuit inſiſt ſur le Brief d'Error, fuit, que en le Declarat' fuit alledge que le Bill fuit pay per *Peter Antonio Brunetti* & *Lucas Antonio Brunetti* pur le honour del Pl. Mes que ne fuit alledge al que les 500 pieces de Eight fueront pay, lou duiſſoit aver eſtre Preciſement alledge que ils fueront pay al *Argus* le darr' endorſee, car le Cuſtome eſt alledge d'eſtre que ſi aſcun perſon ou perſons pay le Bill al darr' indorſee pur le honour de ceſtuy al que le Bill fuit adeprimes payable, & que primerment indorſe le Bill, que donc ceſtuy que priſt ſur luy a payer le Bill pur le honour del Drawer, eſt liable a payer al le primer Indorſor, al que le Bill fuit primerment payable; & le Declaration doit ſtrictment purſuer le Cuſtome, que eſt le Foundation del Action. Mes apres ſeveral Arguments le Judgment fuit affirme, Le Ch. Juſt. *Polixfen heſitante*. Et le Reaſon fuit, pur ceo que fuit apres Verdict que ad trove le *aſſumpſit*, que ne puiſſoit aver eſtre ſans proof que le argent fuit duement pay, & pur ceo il ſerroit intend que fuit pay lou fuit due, *viz.* Al

Argus le darrein Indorſee; Ex *Relatione Servient' Girdler*, que fuit Accouncel ove le Def. en le Brief d'Error.

Jeo ne poy diſcover que aſcun Exception fuit priſe al le validity del Cuſtom, que en brief eſt tiel, *viz.*

Que ſi aſcun Merchant, *&c.* (*pro honore* de ceſtuy, al que un forraine Bill de Exchange fuit adeprimes payable, & que primerement ad indorſe le Bill al auter) payera le dit Bill al le darrein Indorſee de ceo, le Bill eſteant devant proteſt pur non-payment, donc le Merchant al que le Bill fuit adeprimes payable, & que primerment indorſe le Bill, avera Action vers ceſtuy Merchant que ad devant impriſt ſur luy per eſcript a payer le Bill, *&c.* pur le honeur del Drawer, le Bill eſteant devant proteſt auxi pur non-acceptance pur le value de Bill, & touts Charges, *&c.*

Haugh v. *Roe*, &c. Executors de *John Roe*, en Brief d'Error en *Cam' Scacc'* ſur Judgment en *B. R.* vers *Haugh*.

Placita coram Domino Rege & Domina Regina apud Weſtm' de Termino Sancti Michaelis anno regni Domini Willielmi & Dominæ Mariæ nunc Regis & Reginæ Angliæ, &c. quinto Rot. 248.

Ebor' ſſ. Memorandum q̄d al's ſcil't Termino Sc̄e Trinitatis ultimo preterit' coram Dn̄o Rege & Dn̄a Regina apud Weſtm̄ ven̄ Johes Roe Bernardus Roe & Joſias Roe Exec̄or' teſtamenti & ult' voluntat' Johis Roe defunct' p Willm̄ Midgley Attorn̄ ſuū Et ꝑtulit hic in Cur' dc̄or Dn̄i Regis & Dn̄e Regine tunc ibm quandam billam ſuam verſus Johem Haugh in cuſtod' Marr' &c. de p̄lito tranſgr' ſuper caſum Et ſunt Pleg' de proſ̄ ſcil't Johes Doe & Ric̄us Roe que quidm̄ billa ſequitur in hec verba ſſ. Ebor' ſſ. Johes Roe Bernardus Roe & Joſias Roe Exec̄c̄ teſt̄ & ult' voluntat' Johis Roe defunct' queruntur de Johe Haugh in cuſtod' Marr' Mareſc' Dn̄i Regis & Dn̄e Regine coram ipis Rege & Regina exiſten̄ ꝑ eo videl't q̄d cum modo ſit & a tempore cujus contrar' memoria hominū non exiſtit fuit quedam antiqua & laudabilis conſuetudo inter mercatores & al' perſon' infra hoc Regnū Anglie reſi-

Narr'.

Cuſtom pur Bills d'exch.

den̄ & negocian̄ uſitat' & apꝓbat' videl't q̄d ſi aliquis mercatoꝛ ſive al' perſon̄ reſiden̄ & negocian̄ infra hoc Regnū Angl' fecerit aliquam billam in ſcript' & eandem billam alicui al' mercatoꝛi ſeu perſon' ſic ut p̄fert' reſiden̄ & negocian' infra hoc Regnū Angl' direxit & eandem ꝑſonam cui hum̄oi billa ſic fuit direct' ꝑ hum̄oi billam requiſivit ad ſolvend̄ aliqm̄ denar' ſum̄ in hum̄oi billa menc̄onat' alicui al' mercatoꝛi ſive al' ꝑſone infra hoc Reg' Angl' ſic ut p̄fertur reſideñ & negociañ in hum̄oi billa nōiat' Et ſi hum̄oi ꝑſona cui hum̄oi billa ſic fuit direct' ſuꝑ viſum hum̄oi bille eandm̄ billam acceptavit & ſuꝑ ſe ſuſcepit ad ſolvend̄ denar' ſum̄ in hum̄oi billa menc̄onat' ꝑ conſuetud̄ p̄d ſic ut p̄fertur uſitat' & apꝓbat' onerabilis exiſtit & a toto tempoꝛe ſup̄dict' onerabilis eſſe conſuevit ad ſolvend̄ hum̄oi denar' ſum̄ in hum̄oi billa menc̄onat' hum̄oi ꝑſone cui ſoluc̄o inde ꝑ hum̄oi billam fiend̄ fuit Cumqꝫ 26 die Septembr' anno Dn̄i 1692. quidm̄ Nichus Lambꝛechts apud Caſtrū Ebor' exiſteñ ꝑſona adtunc reſideñ & negociañ infra hoc Regn̄ Angl' videl't apud Caſtr' Eboꝝ p̄d fecit billam ſuam in ſcript' & eandem billam direxit p̄fat' Johi Haugh & ꝑ eandm̄ billā p̄d Nichus requiſivit p̄d Johem Haugh ad ſolvend̄ p̄fat' Johi Roe teſtatoꝛi exiſteñ ꝑſone adtunc reſideñ & negociañ infra hoc Regn̄ Angl' videl't apud Caſtr' Eboꝝ p̄d ſum̄ 42 l. 15 s. in eadm̄ billa menc̄onat' Cumqꝫ idm̄ Johes Haugh poſtea ſcil't ſecundo die Decembr' an̄o Dn̄i 1692. ſup̄dict' apud Caſtrū Eboꝝ p̄d huit viſū bille illiꝰ & billā illā adtunc & ibm̄ acceptavit & adtunc & ibm ſuꝑ ſe ſuſcepit ſolv̄e p̄fat' Johi Roe teſtat' p̄d ſum̄am 42 l. 15 s. in eadm̄ billa menc̄onat' ſecdū conſ̄ p̄d in hum̄oi caſu uſitat' ꝑ q̄d ac rac̄one conſ̄ p̄d ſic ut p̄fert' uſitat' & apꝓbat' p̄d Johes onerabilis deveniſſet ad ſolvend̄ p̄fat' Johi Roe teſtator' ſum̄ illam Idemqꝫ Johes Haugh adtunc & ibm in conſ̄ ꝓmiſſoꝝ ſuꝑ ſe aſſumpſit ac eidm̄ Johi Roe teſtatoꝛi fidelit' pꝛomiſit q̄d ipe idem Johes Haugh ſum̄am illam eidm̄ Johi Roe teſtatoꝛi bene & fideliter ſolv̄e & contentare vellet Pꝛedict' tamen Johes Haugh ꝓmiſſioñ & aſſumpc̄on' ſuas p̄d in foꝛma p̄d fact' miō curañ ſed machinañ & fraudulenter intendeñ eundem Johem Roe teſtator' in hac parte callide & ſubdole decipe & defraudare ſum̄am ill' aut aliqm̄ inde denar' eidem Johi Roe teſtatoꝛi in vita ſua aut p̄fat' Johi Roe un' quer' Bernardo & Joſie poſt ejus moꝛtem licet ad hoc faciend̄ ꝑ eundem Johem Roe poſtea ſcil't viceſimo die Decembr' anno Dn̄i 1692. ſup̄dict' apud Caſtrū Ebor' p̄d requiſit' fuit nondū ſolvit ſed ill' eis hucuſqꝫ ſolvere om̄io recuſavit & adhuc recuſat Cumqꝫ etiam p̄d Johes Haugh tertio die Decembr' anno Dn̄i 1692. ſup̄dict' apud Caſtr' Ebor' p̄d in conſ̄ q̄d p̄d Johes Roe teſtatoꝛ in vita ſua ad ſpecial' inſtanc'

Nich. Lambrechts fiſt Bill, *&c.* de 42 l. 15 s. direct al Def. d'eſtre pay al J. Roe le Teſtator.

Accept' de Bill.

Aſſumpſit a payer les dits 42 l. 15 s.

Le Def. ne pay le dit Bill.

Le promiſe ſur que le Action eſt immediatement foundus.

inſtanc' & requiſic̄on̄ p̄d Joh̄ Haugh accipe vellet ipm̄ Joh̄ Haugh fore debitor̄ ipſius Johis Roe teſtat' ꝑ 42 l. 15 s. eidm̄ Johi Roe ꝑ p̄d Michm Lambrechts tunc debit̄ in vice & loco ejuſdm̄ Mich ſuper ſe aſſumpſit & eidm' Johi adtunc & ibm fideliter ꝓmiſit q̄d ipſe p̄d Johes Haugh eaſdem 42 l. 15 s. eidem Johi Roe bene & fideliter ſolv̄e & contentare vellet Et p̄d Johes Roe Bernardꝰ & Joſias Executor̄ in facto dicunt q̄d p̄d Johes Roe teſtator ꝓmiſſion' & aſſumpc̄on' p̄d Johis Haugh ult̄ menc̄onat̄ fidem adhiben' poſtea ſcilt p̄d tertio die Decembr' anno Dni 1692. ſup̄dict̄ apud Caſtr' Ebor' p̄d accepit p̄d Johem Haugh fore debitor' ipſius Johis Roe teſtator̄ ꝑ p̄d 42 l. 15 s. in vice & loco p̄d Mich p̄d tamen Johes Haugh ꝓmiſſion̄ & aſſumpc̄on' ſuas p̄d ult̄ menc̄onat̄ mīd curan' ſed machinan' & fraudulenter intenden' p̄d Johem Roe teſtator̄ in vita ſua ac ipſos Johem Roe Bernardum & Joſiam Executor' poſt mortem ipſius Johis Roe teſtator̄ in hac parte callide & ſubdole decipe & defraudare p̄d 42 l. 15 s. ſeu aliqm̄ denar' inde prefat̄ Johi Roe teſtatori in vita ſeu dc̄tis Johi Roe Bernardo & Joſie Executorib; poſt mortem ipſius Johis Roe teſtator̄ licet ad hoc ꝑ eundem Johem Roe teſtator̄ ſepius in vita ſua ac per ipſos Johem Roe Bernardū & Joſiam Executor' poſt mortem ipſius Johis Roe teſtator̄ ſcilt primo die Januarij anno Dni 1692. ſuprad̄ & ſepius poſtea apud Caſtr' Ebor' pred' requiſit̄ fuiſſet non ſolvit ſeu aliqualiter contentavit ſed ill' eis ſolvere recuſavit ac ill' eiſdem Johi Roe Bernardo & Joſie Executorib; adhuc ſolvere o'o recuſat ad dampnum ipſor' Johis Roe un' quer' Bernardi & Joſie 50 l. Et inde producunt ſectam &c. Et proferunt hic in Cur' ijdm̄ Johes Roe un' quer' Bernard' & Joſias literas teſtamentar' pred' Johis Roe defunct' per quas ſatis liquet Cur' hic ipſos Johem Roe Bernardum & Joſiam modo quer' fore Executores teſtamenti pred' Et inde here adminiſtrac̄onem &c.

LE Def. plead *Non aſſumpſit*, & Verdict & Judgment fuit pur le Pl. Et ſur ceo Brief d'Error fuit port en le *Exchequer Chamber*, & le Judgment fuit affirme per le Opinion de le Chief Juſtice *Treby*, J. *Nevil*, Baron *Lechmere*, & J. *Powis*, encounter le Opinion del Chief Baron *Ward*, J. *Powel*, & J. *Blencow*. Mes ſur queux Reaſons ou Authorities lour Opinions fueront foundus, jeo ne ſui enforme. Mes come il ſemble les Caſes enſuant ſont al purpoſe de ceſt Caſe, *viz. Forth* & *Stanton*'s Caſe, 1 *Saun.* 210. & 1 *Levinz* 262. *Caſe* & *Barber*'s Caſe. *Raimond* 450. *Clipſam* & *Morrice*'s Caſe. 1 *Sid.* 396. & 1 *Ven.* 9. *Potter* & *Turnour's*

Caſe. *Palmer* 185. *Reynolds* & *Proſſer*'s Caſe. *Hardres* 71. *Woodward* & *Rigbie*'s Caſe. 2 *Jones* 87. *Prideaux* & *Rawlins*'s Caſe. 2 *Jones* 125. *Oble* & *Dittlesfield*'s Caſe. 1 *Ven.* 153. *Ruſſel* & *Haddock*'s Caſe. 1 *Levinz* 188. & 1 *Sid.* 294. *Newcomen* & *Leigh*'s Caſe. *Stiles* 249. Quel Caſe eſt enter *Paſch.* 1650. *Rot.* 62. & nemy 52. come eſt dit en *Stiles.* Et *nota*, que en le diſt Caſe de *Newcomen* & *Leigh* il appiert per le Record meſme, que les parols (*in the room of one Cooper*) ne ſont en le Record, come ils ſont dit d'eſtre en *Stiles*; & nul Judgment eſt enter ſur le Roll del diſt Caſe, que fuit en un Brief d'Error ſur un Judgment en un inferiour Court, come jeo ſui informe per Mr. *Lindley*, que fuit Attorney pur le Def. en le diſt Caſe de *Haugh* vers *Roe*, & que ad view le Record de ceſt Caſe de *Newcomen* & *Leigh*.

Eveſque de *Exon* & *Thomas Hesket* Cler' vers *Thomas Freake* & al', en Brief d'Error ſur Judgment done al Aſſizes en un Brief de *Quare Impedit.*

Paſch. 11 W. 3. Rot. 334. in *B. R.*

Le Brief d'Error.

Angl' ſſ. DOminus Rex mandavit dilc̄is & fidel' ſuis Thome Rokeby Mil' un' Juſtic' ſuorum ad pl̄ita in Cur' ipſiꝰ Dñi Regis coram ipſo Rege tenenđ aſſign' & Joh̄i Turton Mil' un' alterorum Juſtic' ſuorum ad pl̄ita in Cur' ipſiꝰ Dñi Regis coram ipſo Rege tenenđ aſſign' Bre ſuum c̄tm in hec v̄ba: ſſ. Gulielmus tertius Dei Gr̄a Angl' Scoc' Franc' & Hibernie Rex Fidei Defens' &c. Dilc̄is & fidelibꝫ ſuis Thome Rokeby Mil' un' Juſtic' noſtrorum ad pl̄ita coram nobis tenenđ aſſign' & Joh̄i Turton Mil' un' alterorum Juſtic' noſtrorum ad pl̄ita coram nobis tenenđ' aſſign' Juſtic' noſtris ad Aſſizas in Com' Devon' capienđ aſſign' ſalutem. Quia in recordo & proceſſu cujuſdm' loquele que fuit in Cur' noſtr' coram Georgio Treby Mil' Capital' Juſtic' noſtro de Banco & Socijs ſuis Juſtic' noſtris de Banco ꝑ Bre noſtrum inter Thōam Freake Ar' Edrum' Cooke Ar' & Carolū Doyly Gen' & Jonathan' Epm' Exon' & Thomam Heskett Cl̄icm' de eo q̄d ijdem Epiſcopus & Thomas Heskett permitterent pred' Thōam Freake Edrum'

& Carolum preſentare idoneam perſonam ad Vicariam Eccleſie de Buckfaſtleigh in eodem Com̄ Devon̄ que vacavit & ad ſuã ſpectabat donac̄onem ut dicebat' necnon in reddic̄one Judicij ejuſdm̄ loquel' coram vobis ad Aſſiſ̄ tent' apud Caſtrū Exon̄ in Com̄ p̄dc̄o p Br̄e nrm̄ de Niſi prius juxta formam Statut' inde edit' & p̄viſ̄ Error intervenit manifeſtus ad grave dampnū ip̄or̄ Ep̄i & Thome Heskett ſicut ex querela ſua accepimus nos errorem ſi quis fuit modo debito corrigi & partib9 p̄d̄ plenam & celerem juſticiam fieri volentes in hac parte vobis mandamus q̄d ſi judicm̄ inde reddit' ſit tunc record' & p̄ceſ̄ loquele pred' cum oib3 ea tangen̄ nobis ſub ſigillo veſtro diſtincte & apte mittat' & hoc bre ita q̄d ea heam9 a die Sc̄i Michis in tres ſeptiman̄ ubicunq3 tunc fuerim̄ in Angl' ut inſpect' record' & p̄ceſ' pred' ulterius inde p̄ errore illo corrigendo fieri faciam̄ quod de jure & ſecdm̄ Legem & Conſ̄ Regni noſtri Angl' fuit faciend' Teſte Thoma Archiep̄o Cantuar' & ceteris cuſtodib3 & Juſtic' Regni apud Weſtm̄ octavo die Auguſti anno regni noſtri decimo.

Shorthoſe.

Le Returne. Allocatur per Cur'. Reſponſ̄ Thome Rokeby Mil' un̄ Juſtic' Dn̄i Regis ad p̄lita coram ipſ̄ Rege tenend' aſſign̄ & Joh̄is Turton Mil' un̄ al' Juſtic' dc̄i Dn̄i Regis ad p̄lita coram ipſ̄ Rege tenend' aſſign̄ Juſtic' dc̄i Dn̄i Regis ad Aſſiſ̄ infra-menc̄onat'.

Record' & p̄ceſ̄ loquele unde infraſit menc̄o cum oib3 ea tangen̄ coram Dn̄o Rege ubicunq3 &c. ad diem infracontent' mittimus in quodm̄ Recordo huic Br̄i annex' p̄ut interius nobis p̄cipitur.

Tho. Rokeby.
Jo. Turton.

Tempeſt.

Placita apud Weſtm̄ coram Georgio Treby Mil' & Socijs ſuis Juſtic' Dn̄i Regis de Banco ſc. Termino Sancti Hillarij annis regni Dn̄i noſtri Gulielmi tertij Dei Gratia Angliæ Scotiæ Franciæ & Hiberniæ Regis Fidei Defenſor' decimo & undecimo. Rot. 1337.

Devon' ſſ. JOnathan̄ Ep̄us̄ Exon̄ & Thomas Heskett Cl̄icus in miā p̄ pluribȝ defalt' &c. iſdem Ep̄us̄ & Thomas ſum̄ fuer' ad reſpondend' Thome Freake Ar' Edr̄o Cooke Ar' Carolo Doyly Gen̄ de p̄lito q̄d p̄mittant ipſos p̄ſentare idoneam p̄ſonam ad Vicariam Eccleſie de Buckfaſtleigh que vacat

&

& ad ſuam ſpectat donac̄onem &c. Et unde iidem Thōas Freake Edrus' & Carolus ꝑ Johēm Rogers Attorn̄ ſuū dicunt qd̄ quedm̄ Elizabetha Cabell Spinſter fuit ſeiſ de Rectoria Eccl̄ie de Buckfaſtleigh cum ꝑtin̄ in Com̄ p̄d ad quam advocac̄o Vicarie p̄d a tempore cujus contrar' memoria hominū non exiſtit ꝑtinuit & adhuc ꝑtinet in dñico ſuo ut de feodo Et ſic inde ſeiſ exiſten̄ ad eandem Vicariam vacan̄ p̄ſentavit quendam Humphridū Sainthill Cl̄icm ſuū qui ad p̄ſentac̄onem ipſi⁹ Elizabethe fuit admiſſus inſtitutus & inductus in eadem tempore pacis tempore Dn̄i Caroli ſecundi nuꝑ Regis Angl' &c. Predc̄aq; Elizabetha de Rectoria p̄d cū ꝑtin' ad qm' &c. in forma pred' ſeiſ' exiſten' ac Vicaria pred' de prefat' Humphrid' Sainthill Vicario ejuſdem plena & conſult' exiſten' eadem Elizabetha poſtea ſcilt viceſimo primo die Novembr' anno Dn̄i millimo ſexcenteſimo nonageſimo tertio apud Buckfaſtleigh p̄d ꝑ quandam Indenturam inter ipm' Elizabetham ex una parte p̄fat' Thomam Freake Edrū Cooke & Carolū Doyly ac quoſdam Samuel' Cabell Ar' Ricm' Fownes Ar' & Jacobū Prowſe Ar' ex alt' parte fact' cujus alteram partem ſigillo p̄d Elizabethe ſignat' iidem Thomas Freake, Edrus' Cooke & Carolus Doyly hic in Cur' ꝓferunt cujus dat' eſt eiſdem die & anno pro & in conſiderac̄one ſumme quinq; ſolidoꝝ legalis monete Anglie ſibi in manibus ſolut' ante ſigillac̄onem & delibac̄onem ejuſdem Indenture barganizavit & vendidit eiſdem Thome Freake Edro Cooke Carolo Doyly Samuel' Cabell Ric̄o Fownes & Jacobo Prowſe Rectoriam p̄d cū ꝑtin' ad quam &c. (inter alia) h̄end & occupand eiſdem Thome Freake Edro Cooke Carolo Doyly Samuel' Cabell Ric̄o Fownes & Jacobo Prowſe & aſſign' ſuis a die ante dat' ejuſdem Indentur' pro termino ſex menſiū virtute cujus ac vigore Statut' de uſib; in poſſeſſion' transferend' in Parliament' Dn̄i Henrici nuꝑ Regis Angl' octavi apud Weſtm' in Com' Midd' quarto die Februar' anno regni ſui viceſimo ſeptimo tent' edit' & provis' iidem Thomas Freake Edrus' Cooke Carolus Doyly Samuel Cabell Ric̄us Fownes & Jacobus Prowſe fuer' de p̄dc̄a Rectoria cū ꝑtin' ad quam &c. (inter alia) poſſeſſionat' ipſiſq; Thoma Freake Edrō Cooke Carolo Doyly Samuel' Cabell Ric̄o Fownes & Jacobo Prowſe ſic inde poſſeſſionat' exiſten' ac p̄d Elizabetha de reverc̄one inde in dñico ſuo ut de feodo ſeiſ' exiſten' viceſimo ſecundo die ejuſdem menſis Novembr' an̄o Dn̄i millimo ſexcenteſimo nonageſimo tertio ſupradc̄o apud Buckfaſtleigh p̄d ꝑ quandam Indenturam tripartit' inter ipm' Elizabetham ex prima parte quoſdm' Johēm Doyly Bar' & Cholmley Doyly Ar' filiū & heredem apparent' dc̄i Johis Doyly ex ſecunda parte p̄fat' Thomam Freake Edrū Cooke Carolū

Count. Que E. C. fuit ſeiſie en fee de le Rectory de B. *ad quam* le Vicaridge appertient. Et el preſent Sainthil, &c.

Et apres el per Leaſe & Releaſe convey le Rectory al Pls. & auters en fee.

Le Releaſe.

Doyly Samuel' Cabell Ricm' Fownes & Jacobū Prowſe ex tertia parte fact' cujus Indenture unam partem ſigillo pred' Elizabethe ſignat' ijdem Thomas Freake Edrus' Cooke & Carolꝰ Doyly hic in Cur' proferunt cujus dat' eſt eiſdem die & anno ult' ſupradict' recitan' (inter alia) q̄d cū maritagiū intens' fuit brevi tempore fore hīt & ſolempnizat' inter ip̄os dict' Cholmely Bayly & Elizabetham Cabell eadem Elizabetha conceſſit relaxavit & confirmavit eiſdem Thome Freake Edrō Cooke Carolo Doyly Samueli Cabell Ric̄o Fownes & Jacobo Prowſe & heredib; ſuis (inter alia) dict̄ā rev̄c̄onem ipſiꝰ Elizabethe inde hend' & tenend' prefat' Thome Freake Edrō Cooke Carolo Doyly Samueli Cabell Ric̄o Fownes & Jacobo Prowſe heredib; & aſſign' ſuis ad & pro ſeperal' uſu & uſib; ſtatu & ſtatib; ſubject' & onerabil' Anglice liable fiducijs poteſtatib; limitac̄onib; & appunctuac̄onib; poſtea in eadem Indentura limitat' expreſſat' & declarat' videl't ad opus & uſum ipſiꝰ dc̄e Elizabethe Cabell hered' & aſſign' ſuoꝝ quouſq; dcm̄ intenſū maritag' foret hīt & ſolempnizat' ac ab & poſt ſolempnizac̄onem dc̄i intenſi maritagij ad opus & uſum dc̄oꝝ Thome Freake Edrī Cooke & Caroli Doyly executoꝝ adminiſtratoꝝ & aſſign' ſuoꝝ pro & duran' termino quingentoꝝ annoꝝ abſq; impetic̄one de vel pro aliquo modo vaſti ſubject' fiducijs proviſionib; Anglice proviſoes & agreament' poſtea in eadem Indentura declarat' & expreſſat' de & concernen' eadem ac ab & poſt determinac̄onem ſtatus illius ad opus & uſū ipſiꝰ dc̄i Cholmely Doyly & aſſign' ſuoꝝ ꝓ & duran' termino vite ſue naturalis abſq; impetic̄one de vel ꝓ aliquo modo vaſti preterq̄m & except' ꝓ tali vaſto qual' ipſe dc̄us Cholmley Doyly com̄itteret vel faceret in vel ſup̱ capital' manc̄onal' domū vocat' Brooke-houſe vel boſcum adinde adjungen' vocat' Brooke lower Wood in eadem Indentura menc̄onat' cum diverſis remanerijs ulterius in dc̄a Indentura relaxac̄onis inde ſpecificat' Et quoad & concernen̄ dc̄m termin' & ſtatū quingentoꝝ annoꝝ in eadem Indentura antea menc̄onat' fore limittat' in uſu ipſis dc̄is Thome Freake Edrō Cooke Carolo Doyly executorib; & aſſign' ſuis id'm fuit ꝑ omnes partes dc̄e Indenture relaxac̄onis declarat' fore ſuper fiduciam & confidenciam Anglice confidence q̄d ipſi dc̄i Thomas Freake Edrus̄ Cooke & Carolus Doyly ac ſup̱viventes & ſup̱vivens eoꝝ ac executores & adminiſtratores talis ſup̱viventis forent poſſeſſionat' & intereſſat' de & in dc̄is premiſſis ſic eis limittat' in uſu ut p̄fertur ſup̱ fiduciam & ſecuritat' ſoluc̄onis ſum̄e ſex mille libraꝝ legalis monet' Angl' ſibi dc̄o Joh̄i Doyly executorib; adminiſtratorib; vel aſſign' ſuis infra quatuor annos ꝓx' poſt ſolempnizac̄onē dc̄i intenſi maritagij ꝓut ꝑ Indentur' illam relaxac̄on' (inter alia) plenius apparet Paulo poſt con-

Les uſes de le Releaſe, *viz.* al uſe luy meſme & ſes heirs, tanq; Marriage ewe enter luy & C. Doyly. Et apres le dit Marriage al uſe des Pl. pur 500 ans. Le reverſion al dit *C. D.* pur vie, *&c.* Ove auters remainders ouſter.

Le Truſt deldit terme pur 500 ans.

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feccōnem

feccõnem quaꝝ quidm̄ Indenturaꝝ ſcilt eodem viceſimo ſecundo die Novembr' anno Dñi milltimo ſexcenteſimo nonageſimo tertio ſupdc̃o apud Buckfaſtleigh p̄d p̄fat' Cholmely duxit in uxorem p̄fat' Elizabetham & maritagiũ illud adtunc & ibm̃ h̄it' & ſolempnizat' fuit virtute quoꝝ quidm̄ p̄miſſoꝝ ac vigore Statut' p̄d de uſib; in poſſeſſion̄ transferend' iidem Thomas Freake Edrus̃ Cooke & Carolus Doyly fuer' de Rectoria p̄d cũ ptin̄ ad quam &c. (inter alia) poſſeſſionat' remaner' inde ulterius in forma p̄d ſpectañ ipiſq; Thoma Freake Edrõ & Carolo ſic inde poſſeſſionat' exiſteñ ac remanet' ill' ſic ut p̄fertur ſpectañ Vicaria p̄d vacavit p mortem Humphrid Sainthill & adhuc vacans exiſtit Et ea rõne ad ipos Thomam Freake Edrm̄ Cooke & Carolum Doyly idoneam perſonam ad eandem Vicariam ſic vacan' ad p̄ſens pertinet p̄ſentare Et p̄d Epus̃ & Thomas Heskett eos injuſte impediunt unde dicunt q̄d deteriorat' ſunt & dampnũ habent ad valenciam quingentaꝝ libraꝝ Et inde produc' ſectam &c.

Le dit Marriage fuit ewe, *&c.* per que les Pls. fueront poſſeſſe, *&c.*

Et donc le Vicaridge void per le mort de S. Et iſſint apperteint al Pls. a preſenter.

Et pred̄ Epus & Thomas Heskett per Willm̄ Rudge Attorñ ſuũ ven' & defend' vim & injur' quando &c. Et idem Epus dicit q̄d Vicaria p̄d eſt infra Dioceſ̃ ſuam q̄dq; ipſe nichil h̄et nec h̄ere clamat in Vicaria pred̄ nec in Advocac̃one ejuſdm̄ niſi Admiſſion' Inſtituc̃on' & Inducc̃on' Vicarioꝝ ad eandem Vicariã & cetera que ad Ordinariũ pertinent ut Vicar' illius Ordinar' Et hoc parat' eſt ꝟificare unde pet' Judicm̄ ſi pred' Thomas Freake Edrus' & Carolus abſq; ſpeciali impedimento in perſona ipſi⁹ Epiſcopi in hac parte aſſignand' acc̃onem ſuã predc̃am ꝟſus eũ h̄ere debeant &c.

Plea del Eveſque.

Et pred' Thomas Heskett dicit q̄d ipſe eſt Vicarius Vicarie ill' imparſonat' in eadem ex preſentac̃one Dñi Regis nunc ac dic' q̄d pred' Thomas Freake Edrus' & Carolus acc̃onem ſuam pred' inde ꝟſus eum h̄ere non debent quia dic' q̄d Dñus Jacob; primus nuper Rex Anglie &c. fuit ſeiſ' de pred' Rectoria Eccl̃ie de Buckfaſtleigh ad qm̄ Advocac̃o Vicarie pred' pertinuit in dñico ſuo ut de feodo in Jure Corone ſue Anglie Et ſic inde ſeiſ' exiſteñ Vicaria pred' vacavit per mortem Petri Langſton Cl̃ici tunc ult' Incumbent' ejuſdem Vicarie ac idem nuper Rex ad Vicariam ill' ſic vacantem preſentavit Joh̄em Solbeare Cl̃icm̄ ſuũ qui ad preſentac̃onem ejuſdm̄ nuper Regis admiſſus inſtitutus & inductus fuit in eadem tempore pacis tempore ipſi⁹ nuper Regis ac poſtea ſcilt viceſimo ſeptimo die Marcij anno Dñi milltimo ſexcenteſimo viceſimo quinto idm̄ nuper Rex Jacobus primus apud Buckfaſtleigh pred' obijt de tali ſtatu ut prefertur ſeiſ' poſt cujus mortem Rectoria pred̄ ad quam &c. deſcendebat Dño Carolo primo nuper Regi Anglie &c. ut filio & hered'

Plea del Incumbent *Heskett.*

Que le Roy Jaques le 1. fuit ſeiſie en fee, *&c.* de dit Rectory. Et le Vic' void per le mort d'un *Langſton*, & le Roy preſent *Solbear*, &c.

Mort de Roy Jaques.

Deſcent al Roy Car. 1.

hered̄ dict̄ nuper Regis Jacobi primi per quod dc̄us nuper Rex Carolus primus fuit ſeiſ̄ de Rectoria ill' ad quam &c. in dñico ſuo ut de feodo in jure Corone ſeu Angl' ac poſtea ſcilt triceſimo die Januar' año Dñi millimo ſexcenteſimo quadrageſimo octavo idem nuper Rex Carolus primus apud Buckfaſtleigh pred' obijt de tali ſtatu ſuo ut prefertur ſeiſ̄ poſt cujus mortem dcā Rectoria ad quam &c. deſcendebat Dño Carolo ſecundo nuper Regi Anglie &c. ut filio & hered̄ dc̄i nuper Regis Caroli primi per quod pred̄ nuper Rex Carolus ſecundus fuit ſeiſ' de Rectoria pred̄ ad quam &c. in dñico ſuo ut de feodo in jure Corone ſue Angl' Et ſic inde ſeiſ̄ exiſten' Vicaria pred' vacavit poſt mortem tunc ult̄ Incumbent̄ inde ad quam quidm̄ Vicariam ſic vacantem prefat̄ Elizabetha Cabell uſurpand' ſuper eodem nuper Rege preſentavit ſuprancīat̄ Humphrid̄ Sainthill Clicū ſuum qui ad preſentacōnem ejuſdem Elizabethe per uſurpacōnem admiſſus inſtitutus & inductus fuit in eodem poſteaq; ſcilt ſexto die Februarij anno Dñi millimo ſexcenteſimo octogeſimo quarto idem nuper Rex Carolus ſecundus apud Buckfaſtleigh pred̄ obijt de tali ſtatu ſuo de & in Rectoria pred̄ ad quam, &c. ſic ut prefertur ſeiſ̄ poſt cujus mortem eadem Rectoria ad quam &c. deſcendebat Dño Jacobo ſecundo nuper Regi Angl' &c. ut fratri & hered̄ dict̄ nuper Regis Caroli ſecundi per quod pred̄ nuper Rex Jacobus ſecundus fuit ſeiſ̄ de eadem Rectoria ad quam &c. in dñico ſuo ut de feodo in jure Corone ſue Angl' ac poſtea ſcilt undecimo die Decembr̄ anno Domini millimo ſexcenteſimo octogeſimo octavo idem nuper Rex Jacobus ſecundus regimine hujus Regni Angl' abdicavit & a regimine ſuo inde ſe dimiſit ac ſuperinde Dnus' Rex nunc & Dnā Maria nuper Regina Angl' &c. regimen & gubnacōnem hujus Regni Anglie ſuper ſe ſuſceper' per quod Dnus' Rex nunc & dcā Dnā nuper Regina fuit ſeiſ' de dcā Rectoria ad quam &c. in dominico ſuo ut de feodo in jure Corone ſue Angl' & poſtea ſcil't viceſimo octavo die Decembr' anno Domini millimo ſexcenteſimo nonageſimo quarto eadem Dnā Maria nuper Regina Angl' &c. apud Buckfaſtleigh pred' diem ſuū clauſit extremū per quod pred' Dñus Rex nunc fuit & adhuc exiſtit ſolus ſeiſ̄ de Rectoria Ecclie de Buckfaſtleigh pred' ad quam &c. in dñico ſuo ut de feodo in jure Corone ſue Angl' abſq; hoc q̄d pred' Elizabetha Cabell fuit ſeiſ̄ de Rectoria Ecclie pred' ad quam &c. in dñico ſuo ut de feodo modo & forma prout pred' Thomas Freake Edrus' & Carolus ſuperius Narrando allegaver' Et hoc parat̄ eſt verificare unde pet̄ Judicm̄ ſi pred̄ Thomas Freake Edrus' & Carolus accōnem ſuam pred̄ inde verſus eū here debeant &c.

Mort de Roy Car. 1.

Deſcent al Roy Car. 2.

Le dit E. C. uſurp ſur le Roy Car. 2. & preſent le dit Sainthil.

Mort de Roy Car. 2.

Deſcent al Roy Jaques le 2. &c.

Per que Roy William & Roigne Mar. fueront ſeiſie, &c.

Mort de Roigne M.

Travers que le dit E. C. ſuit ſeiſie en fee, &c.

Et p̄d Thomas Freake Edrus̄ & Carolus quoad pred' plitū pred' Epī ſuperius placitat' ex quo idem Epus̄ nichil h̄et nec h̄ere clamat in Vicaria pred' neque in advocacōne ejuſdem niſi admiſſionem inſtitucōnem & inducc̄onem Vicarior̄ ad eandem Vicariam & cetera que ad Ordinariū pertinent ut Vicarie ill' Ordinar' per' Judiciū & breve Epō &c. Jō cons̄ eſt quod p̄d Thomas Freake Edwardus & Carolus recuperent verſus prefat' Epm̄ preſentacōnem ſuam ad Vicariam pred' & h̄eant breve eidem Epiſcopo quod non obſtan̄ reclam̄ ipſius Epiſcopi idoneam perſonam ad Vicariam p̄d ad p̄ſentacōnem p̄d' Thome Freake Edwardi & Caroli admittat Et nichil' de mia pred' Epiſcopi inde quia ſe excuſat de ſpeciali impedimento ſed ceſſet inde execuc̄o quouſq̄ p̄d placitum int' ipſos Thomam Freake Edwardum & Carolum & p̄fat' Thomam Heskett terminet' &c.

Judgment vers l'Eveſque.

Et pred' Thomas Freake Edwardus & Carolus dicunt q̄d ipſi per aliqua per prefat' Thomam Heskett p̄allegat' ab accōne ſua pred' verſus eū h̄end̄ p̄cludi non debent quia dic' quod pred' Elizabetha Cabell fuit ſeiſ' de rectoria Eccl'ie pred' ad quam &c. in Dominico ſuo ut de feodo modo & forma prout ipſi iidem Thomas Freake Edwardus & Carolus ſuperius narrando allegaver' Et hoc petunt quod inquiratur per Priam̄ Et pred' Thomas Heskett ſilit' Jō precept' eſt Vic' quod venir' fac' hic in Octab̄ Pur' b'te Marie duodecim &c. per quos &c. Et qui nec &c. ad recogn̄ &c. Quia tam &c. Ad quem diem Jur̄a int' pred' Thomam Freake Edwardū & Carolum D'Oyly & prafat' Thomam Heskett Clericum de placito pred' pōit' fuit inde int' eos in reſpectum hicuſq̄ ad hunc diem ſcil't a die Sc̄i Michis in tres ſeptimanas tunc px' ſequen̄ niſi Juſtic' Dn̄i Regis ad Aſſiſas in Com̄ pred̄ capiend̄ aſſign̄ & formam Statut' &c. die Martis Octavo die Auguſti prox' ſequen̄ apud Caſtrū Exon̄ in Com̄ pred' prius ven̄ Et modo hic ad hunc diem ven̄ tam pred̄ Thomas Freake Edwardus Cooke & Carolus D'Oyly quam pred' Thomas Heskett p Attorn̄ ſuos pred' Et p̄fat' Juſtic' ad Aſſiſas coram quibus &c. Miſ̄ hic Recordū ſuū in hec verba Poſtea die & loco infracontent' coram Thoma Rokeby Mil' un̄ Juſtic' Dn̄i Regis ad placita coram ipſo Rege tenend̄ Aſſign̄ & Johanne Turton Mil' un̄ al' Juſtic' dict Dn̄i Regis ad placita coram ipſo Rege tenend̄ Aſſign̄ Juſtic' ejuſdem Dn̄i Regis ad Aſſiſas in Com̄ Devon̄ capiend̄ Aſſign̄ p formam Statut' &c. ven̄ tam infranominat' Thomas Freake Armig' Edwardus Cooke Armig' & Carolus D'Oyly Gen̄ quam infraſcript' Thomas Heskett Clericus per Attorn̄ ſuos infracontent' Et Jur' Jur̄ unde infra fit mencō exact' quidam eor̄ videl't Johannes Harris Edwardus Waldron Johannes

Replic'.

Iſſue ſur le ſeiſin del dit *E. C.*

Ven' fa' agard.

Niſi prius agard.

hannes Fry Henr' Moore Sen' vener' & in Jur̃am ill' Jurat' exiſtunt Et quia reſid' Jur' ejusdem Jur' non comperuer' Iõ al' de circumſtantibus per Vic' Com' p̃d ad hoc elect' ad requiſic̃onem p̃d' Thome Freake Edwardi Cooke & Caroli D'Oyly ac per mandat' Juſtic' p̃d de novo apponuntur Quorum nomina panello infraſcript' affilantur ſecundum formam Statut' in hujuſmod' caſu nuper edit' & ꝓvis̃ ac Jurator' ſic de novo appõit' videlt Marſhal Ayres Willielmus Row Johannes Roſe Johannes Saunders Robertus Tayler Johes Whitrow Thomas Drew & Ricardus Reynel exact' ſilit' vener' qui ad veritat' de infracontent' ſimulcum alijs Jur' pred' prius ad hoc impannellat' & Jurat' dicend' elect' triat' & jurat' dicunt ſuper Sacrm' ſuu' quod infranominat' Elizabetha Cabell fuit ſeit' de Rectoria Eccl'ie inframent̃onat' ad quam &c. in Dominico ſuo ut de feodo modo & forma ꝓut infranominat' Thomas Freake Edwardus Cooke & Carolus D'Oyly interius narrando allegaver' Et ulterius Jurator' p̃d ꝑ Cur' queſit' utru' vicaria Eccl'ie pred' plena ſit necne Et ſi plena ſit tunc de cujus preſentac̃one plena exiſtit & quantum temporis elabit' a tempore quo Vicaria Eccl'ie pred' ulterius incepit vacare Et quantum Vicaria Eccl'ie ill' valet per Ann' in omnibus Exitibus ultra repris̃ juxta verum valorem ejusdem dicunt ſuper Sacrm' ſuu' pred' quod Vicaria Eccl'ie infraſcript' plena & conſult' eſt de infranominat' Thoma Heskett ex preſentac̃one Sereniſſimi Dni' Willielmi tertij nunc Regis Angl' &c. Et quod Vicaria Eccl'ie pred' ult' incepit vacare viceſimo quinto die Decembr' anno Dni' millimo ſexcenteſimo nonageſimo ſeptimo per mortem infranominat' Humphrid' Sainthill ult' incumbent' Vicarie illius Et quod pred' Thomas Freake Edwardus Cooke & Carolus D'Oyly impetraverunt breve ſuu' originale verſus infranominat' Epm' & p̃dictum Thomam Heskett viceſimo die Maij año regni Dni' Willielmi tertij nunc Regis Angl' &c. decimo Et quod Vicaria Eccl'ie illius valet ꝑ Ann' in omnibus ultra repris̃ ſexagint' libr̃ ſuper quo iidem Thomas Freake Edwardus Cooke & Carolus D'Oyly ſecundum formam Statut' in hujuſmod' caſu edit' & ꝓvis' inſtant' pet' Judiciu' de & ſuper premiſſ' & breve Epiſcopo Ordinario &c. dirigend' de amovend' p̃d Thomam Heskett a Vicaria Eccl'ie pred' ac de admittend' idoneam perſonam ad Vicariam Eccl'ie illius ad preſentac̃onem ipſorum Thome Freake Edwardi Cooke & Caroli D'Oyly & dampna ſua videl't valorem Vicarie Eccl'ie pred' per dimid' unius Ann' per Jur' p̃d in forma p̃d Aſſeſs' Iõ cons' eſt per Cur' hic q̃d p̃d Thomas Freake Edwardus Cooke & Carolus D'Oyly recuperent verſus prefat' Thomam Heskett preſentac̃onem ſuam ad Vi-

Verdict pur les Pls.

Et 3 points &c. trove per le Jury.

Et maintenant ſur ceo les Pls. priont Judgment accordant al Stat. Et brief al Eveſque, &c. Et lour Damages. Le Judgment.

Vicariam Ecclie pred' que modo plena exiſtit de ipſo predicto Thoma Heskett ex p̃ſentac̃one Dnı̃ Regis & dampna ſua ad valorem Vicarie Ecclie pred per dimid unius Anni que attingunt ad trigint' libras per Jurator' p̃d in forma pred' Aſſeſ' Et q̃d heant bre p̃fat' Ep̃o loci illius ordinario q̃d non obſtant' reclamac̃one ſua aut reclamac̃one p̃fat' Thome Heskett ſeu alterius eorum licet idem Thomas Heskett ad Vicariam Ecclie p̃d admiſſus inſtitutus & induct' exiſtit eundem Thomam Heskett a Vicaria Ecclie pred' amoveat Et ad Vicariam Ecclie illius ad p̃ſentac̃onem ipſorum Thome Freake Edwardi Cooke & Caroli D'Oyly idoneam perſonam admittat Et pred Thomas Heskett in mia &c. Judicium ſign' decimo quarto die Auguſti 1699.

Brief al Eveſque ore Def.

JEO ne trove en aſcun liver de Entries, un entire & compleate Record en un *Quare impedit*, en que Judgment eſt done per les Juſtices de Aſſiſe, ne aſcun Preſident de un Judgment ſolement done per les Juſtices de Aſſiſe, forſque trois, *viz.* En *Townſends* ſecond Liver de Judgments 189. Deux Preſidents; Et un en *Aſhton*'s Entries 449, & 450. Mes eſt aſcun petit difference enter les dits Entries & le Entry de Judgment en ceo Caſe, car en les dits Preſidents eſt dit, que le Plaintiff apres le Verdict, *Ad dict' Aſſiſas petit Judicium*, &c. *Ideo conſiderat' eſt per prefat' Juſticiarios ad Aſſiſas*, &c. Mes en ceo Caſe nul expreſs mention eſt fait que le Pls. *Ad dictas Aſſiſas petier' Judicium*, ou que le Judgment fuit done *per prefat' Juſticiarios ad Aſſiſas.* Mes en ceo Caſe, apres le Verdict, eſt iſſint dit; *ſuper quo ijdem Edwardus*, &c. *Inſtant' pet' Judic'*, &c. *Ideo conſiderat' eſt per Cur' hic*, &c. Et iſſint, come il ſemble, le variance eſt ſolement en parols & nemy en Subſtance, car ne poet eſtre intend, mes que tout fuit fait al meſme temps.

Nota, Que en le dit Preſident en *Aſhton*, la fuit un Judgment vers Leveſque & un auter des Defendants en le Action ove un *ceſſat executio quouſque*, &c. Et le trial fuit enter le Plaintiff & un tierce Defendant, Et uncore en le Judgment al les Aſſiſes la eſt un brief al Eveſque agard *non obſtante Reclamatione pred' Epiſcopi & Hugonis.*

Le Pl. en le brief de Error en ceo Caſe fuit nonſue.

Thurſtan v. *Slatford*, en Brief d'Error.

Hill. 11 Will. 3. Rot. 556. *B. R.*

Sur Judgment en C. B. apres trial al Barre, ove un Bill de Exceptions al le Evidence.
Le brief d'Error, &c.

DOminus Rex mandavit Dil'co & fideli ſuo Georgio Treby Mil' capital' Juſtic' ſuo de Banco breve ſuum Clauſum in hec verba ; ſſ. Gulielmus tertius Dei Gratia Anglie Scotie Francie & Hibernie Rex fidei defenſor &c. Dil'co & fideli ſuo Georgio Treby Mil' capital' Juſtic' noſtro de Banco ſalutem Quia in Recordo & pceſſu ac etiam in reddic̄one Judicij loquele que fuit in Cur̃ noſtra coram vobis & Sociis veſtris Juſtic' noſtris de Banco p̄d per br̄e noſtrum int̃ Job Slatford Gen̄ un̄ Attorn̄ Cur' noſtr' de Banco & Samuelem Thurſtan Gen̄ de quadam transgr' ſup caſum eidem Job p p̃fat' Samuel' illat' ut dicitur Error interven̄ Manifeſtus ad grave dampnu̅ ipſius Samuelis ſicut ex querela ſua accepimus Nos Error' ſi quis fuit modo debito corrigi & partibus p̄d plenam & celerem Juſtic' fieri volentes in hac parte vobis Mandamus quod ſi Judicium inde reddit' ſit tunc Recordum & proceſs' p̄dcum omnibus ea tangen̄ vobis ſub ſigill' veſtro diſtinct' & aperte mittatis & hoc breve Ita quod ea h̄eamus a die Sancti Michis in tres ſeptimanas ubicunque tunc fuerimus in Angl' ut inſpectis Recordo & pceſſu p̄d ulterius inde p Errore ill' corrigend̄ fieri faciamus quod de Jure & ſecundum legem & cons̄ Regni noſtri Angl' fuerit faciend' Teſt' Thoma Archiepiſcopo Cantuarien̄ & ceteris Cuſtodibus & Juſtic' noſtris apud Weſtm̄ decimo ſexto die Junij anno regni noſtri undecimo.

Layton.

Reſpons' Georgij Trreby Mil' Capital' Juſtic' infrand̄inat'.

Record̄ & pceſs' loquele unde infra fit menc̄o cum omnibus ea tangen̄ coram Dn̄o Rege ubicunque &c. ad diem infracontent̄ mitto in quodm̄ Record' huic Br̄i annex' ut interius mihi precipitur.

Geo. Treby.

Placita irrot' apud Weſtm' coram Georgio Treby Mil' & Socijs ſuis Juſtic' Dn̄i Regis de Banco de Termino Paſchæ anno regni Dn̄i Gulielmi tertij Dei Gratia Angliæ Scotiæ Franciæ & Hiberniæ Regis Fidei Defenſor' &c. undecimo. Rot. 548.

Le Record en C. B.

Midd' ſſ. SAmuel Thurſtan Gen̄ Attach fuit per breve Dn̄i Regis de Privileg' e Cur̃ hic emanan̄ ad rondend̄

dend Job Slatford Gen̄ un̄ Attorn̄ Cur' Dn̄i Regis de Banco juxta libertat' & Privileg' ejuſdem Cur̄ pro hujuſmodi Attorn̄ & aliis miniſtris de eodem Banco a tempore quo non extat memoria hominum uſitat' & approbat' in eadem de placito tranſgr' ſuper caſum &c. Et unde idem Job in ꝓpr' perſona ſua queritur quare cum pred Samuel primo die Maij anno regni Dn̄i Regis nunc decimo apud Iſlington in Com̄ p̄d indebitat' fuiſſet eidem Job in quingent' libr' legalis monet' Anglie pro conſili denar' ſumma per eundem Samuelem ad uſum ipſius Job ante tempus illud hit' & recept' Et ſic inde indebitat' exiſten̄ pred' Samuel poſtea ſcil't eiſdem die & an̄o apud Iſlington pred in Com̄ pred in conſ' inde ſuper ſe aſſumpſit & eidem Job adtunc & ibm̄ fideliter promiſit quod ipſe pred' Samuel pred' quingent' libras eidem Job cum inde poſtea requiſit' fuiſſet bene & fideliter ſolvere & contentare vellet pred tamen Samuel promiſſion̄ & aſſumpc̄on̄ ſuas p̄d mie curans ſed machinans & fraudulent' intendens eundem Job in hac parte callide & ſubdole deciper' & defraudare pred quingent' libr' eidem Job non ſolvit licet ad hoc faciend pred' Samuel poſtea ſcil't quinto die Maij anno decimo ſupradicto apud Iſlington pred' per eundem Job requiſit' fuiſſet ſed ill' ei hucuſque ſolvere omnino recuſavit & adhuc recuſat ad dampnum ipſius Job quingent' libr' & inde ꝑducit ſectam &c. Pleg' de ꝓſequend Johannes Doe & Ricardus Roe.

Narr' ſur un Attachment de Privilege. Sur un indebit' aſſumpſit pur 500l. receive al uſe de Pl.

Et p̄d Samuel in ꝓpr' pſona ſua ven̄ & defend vim & injur' quando &c. Et dic' q̄d ipē non aſſumpſit ſup ſe modo & forma ꝑut p̄d' Job ſupius v̄ſus eum queritur & de hoc ponit ſe ſup patriam & p̄dict' Job ſilit' Ideo p̄cept' eſt Vic' q̄d Venire fac' hic die Lune proxim̄ poſt craſtinum Aſſenc̄on̄ Dn̄i duodecim &c. p quos &c. Et qui nec &c. ad recogn̄ &c. quia tam &c. ad quem diē jurā int' partes p̄d de p̄dc̄o pl'ito poſit' fuit inde int' eas in reſpcū hic uſq; ad hunc diem ſcil't diem Mercurij ꝓx' poſt Octab Sc̄e Trin̄ tunc ꝓx' ſequen̄ Et modo hic ad hunc diem ven̄ tam p̄d Job quam pred Samuel in proprijs perſonis ſuis Et Jur' inde impannellat' exact' ſi'liter Vener' & in juratā predictam Jurat' exiſtunt qui ad v̄itat' de p̄miſſis dicend elc̄i triat' & jurat' dicunt ſup ſacrm̄ ſuū q̄d p̄d Samuel aſſumpſit ſup ſe modo & forma ꝑut p̄d Job ſupius v̄ſus eū queritur & aſſidunt dampna ipi⁹ Job occ̄one non pformac̄on ꝓmiſſion & aſſumpc̄on in narrac̄one p̄d ſuperius menc̄onat' ultra miſ̄ & cuſtag' ſua per ip̄um in hac parte appoſit' ad quinq; libras & ꝓ miſ̄ & cuſtag' ad quadragint' ſolid Et quia Juſtic' hic ſe adviſare volunt de & ſuper premiſſis priuſqm̄ judiciū inde reddant dies dat' eſt partib; hic uſq; diem Lune ꝓx' poſt tres ſeptimanas Sc̄i Michis de audiendo inde ju-

Barre. *Per non aſſumpſit* & iſſue ſur ceo. *Venire fa'* agard, &c.

Verdict pur Pl.

dicio ſuo eo q̄d iidem Juſtic' hic inde nondum &c. ad quem diem hic ven' tam p̄d Job quam p̄d Samuel in ppriis pſonis ſuis & ſup hoc viſ̄ p̄miſſis ac p Juſtic' hic plene intellect' conſ̄ eſt q̄d p̄d Job recuperet v̄s p̄fat' Samuel' dampna ſua p̄d ad ſeptem libr' per Jur' p̄d in forma p̄d aſſeſs' necnon nonagint' & tres libr' eidem Job ad requiſic̄onem ſuam p miſ̄ & cuſtag' ſuis pred per Cur' hic de incr̄o adjudicat' que quidem dampn' in toto ſe attingunt ad centum libras Et p̄d Samuel in mia &c.

Judgment pur Pl.

Poſtea ſcil't die Lune px' poſt Octab' Pur' btē Marie iſto eodm' Termino cora' dc̄o Dn̄o Rege apud Weſtm' ven' p̄d Sam' Thurſtan per Robtu' Greenway Attorn' ſuu' & dic' q̄d in Cur' Dni' Regis de Banco p̄d apud Weſtm' p̄d ad triac̄on' exit' p̄d ex parte ipſius Samuel' quedam exepc̄on' cuidam materie ex parte prefat' Job in ptito pred tunc dat' in evidenc' per Concil' erudit' in Lege ipſius Samuel' capt' & fact' fuer' & excepc̄on' pred' in quadam billa adtunc & ibm ſcript' fuer' & prefat' Georgi' Treby Mil' Capital' Juſtic' de Banco Edrus̄ Nevil Mil' Johes Powell Mil' & Johes Blencow Mil' ſoc' ſui Juſtic' de Banco pred' adtunc & ibm ſigilla ſua reſpectiva bill' excepc̄on' pred appoſuer' ſecdm' formam Statut' in huiuſ̄oi caſu inde edit' & pviſ̄ & pfert hic in Cur' idem Samuel billam excepc̄on̄ p̄d' reſpectivis ſigillis eorundem Juſtic' eidem bille appenſ̄ & pet' idem Samuel bre dci' Dni' Regis eiſdem Juſtic' de Banco dirigend ad mandand eiſdem Capital' Juſtic' & ſociis ſuis pred' eſſendi coram Dn̄o Rege ubicunq; &c. Et ei conceditur per quod precept' eſt prefat' Georgio Treby Mil' Capital' Juſtic' pred Edrō Nevil Mil' Johi Powell Mil' & Johi Blencow Mil' ſociis ſuis Juſtic' de Banco pred' q̄d ſint coram Dn̄o Rege a die Paſch' in tres ſeptimanas ubicunq; &c. ad cognoſcend' vel dedicend' reſpectiva ſigilla que per ipſos ad bill' excepc̄on̄ pred (ut antea per pred' Samuel' aſſeritur) ſunt appenſ̄ idem bre ſecum deferentes Idem dies dat' eſt prefat' Samueli &c. ad quem diem coram Dn̄o Rege apud Weſtm' ven̄ pred Sam̄ per Attorn̄ ſuu' pred' & prefat' Juſtic' (viz.) Georgius Treby Mil' Capital' Juſtic' pred' & ſocii ſui Juſtic' de Banco pred' in ppt' perſonis ſuis vener' & cognover' ſigilla ſua per ipſos ad bill' excepc̄on̄ pred' ut pred' appōit' quequidem bill' excepc̄on̄ ſequitur in hec v̄ba: Midd ſſ. Memorand q̄d cum al' ſcil't Termino Paſch' an̄o regni Dni' Gulielmi tertii nunc Regis Anglie &c. undecimo in Cur' Dni' Regis nunc coram Juſtic' ſuis de Banco apud Weſtm̄ in Com̄ Midd quidam Job Slatford Gen̄ un̄ &c. implitaſſet quendam Samuel' Thurſtan Gen̄ de ptito tranſgr̄ ſuper caſum & querebatur quare cum pred' Samuel primo die Maii anno regni dci' Dni' Regis nunc primo apud Iſlington in Com̄ pred' indebitat' fuiſſet eidem Job in quingentis libris legalis

Bill d'Except' ſur le Trial, tender al Juſtices, & ſeale per eux.

Brief al Juſtices de C. B. ou a conuſter ou a dedire lour ſeales, &c.

Jour done al parties.

Les Juſtices confeſs lour ſeales.

Le Bill de Except.

Recital de Declaration.

monete Anglie ꝓ conſiſti denar̄ ſum̄a per eundem Samuelem ad uſum ipſius Job ante tempus illud hit' & recept̄ & ſic inde indebitat̄ exiſten' pred̄ Samuel poſtea ſcil't eiſdem die & anno apud Iſlington p̄d in cons̄ inde ſup ſe aſſumpſit & eidem Job adtunc & ibm fideliter ꝓmiſit q̄d ipſe pred' Samuel pred̄ quingentas libr̄ eidem Job cum inde poſtea requiſit̄ fuiſſet bene & fideliter ſolve & contentare vellet pred' tamen Samuel ꝓmiſſion' & aſſumpc̄on' ſuas pred' mid curans ſed machinans & fraudulent̄ intendens eundem Job in ea parte callide & ſubdole decipere & defraudare pred' quingent̄ libr̄ eidem Job non ſolviſſet licet ad hoc faciend̄ pred' Samuel poſtea ſcilt quinto die Maij anno decimo ſupradict̄ apud Iſlington pred̄ per eundem Job requiſit̄ fuiſſet ſed ill' et tunc uſq; ſolve oīo recuſaviſſet & adhuc recuſavit ad dampnum ipſius Job quingent' librar̄ & inde tunc ꝓdurit ſectam &c. Ad quā quidem materiam pred' Samuel in ꝓpria perſona ſua p̄litavit quod ipſe non aſſumpſit ſuper ſe modo & forma ꝓut pred' Job v̄ſus eū queſtus fuiſſet & de eo tunc poſuiſſet ſe ſuper priam̄ Et p̄d Job ſcilit' Ideo p̄cept̄ fuit Vic' q̄d Venire fac' hic die Lune ꝓx' poſt Craſtinū Aſcenc̄onis Dn̄i duodecim &c. Per quos &c. Et qui nec &c. Ad recogn' &c. Ad quem diem jur̄a inter partes pred̄ de placito p̄d poſit' fuit inde inter eas in reſpectum hic uſque ad hunc diem ſcil't diem Mercur' prox' poſt Quinden' Sc̄e Trin' tunc prox' ſequen' ad quem diem tam predict' Job in propria perſona ſua quam pred' Samuel in propria perſona ſua vener̄ & jur̄ jur̄e illius exact̄ ſil'iter ven' qui ad v̄itatem de premiſſis dicend' elcī triat' & jurat̄ dicunt ſuper ſacrm̄ ſuū q̄d pred' Samuel aſſumpſit ſup ſe modo & forma ꝓut pred' Job ſuperius v̄ſus eum queritur & aſſidunt dampna ipſius Job occ̄one inde ultra miſ̄ & cuſtag' ſua per ipm̄ circa ſectam ſuam in hac parte appōit̄ ad quinq; libr̄ & pro miſ̄ & cuſtag' ill' ad quadragint̄ ſolid' & ad predict' triac̄on' exit̄ predict' ſic ut prefertur junct̄ predict' Job Slatford per Conciliū ſuū in Lege eruditū pro manutentione & probatione exit̄ predict̄ ex parte ipſius Job adtunc & ibm coram prefat̄ Juſtic' jurator̄ dedit in evidenciis & probavit q̄d ipſe idm̄ Job decimo ſexto die April' año Dn̄i mill'imo ſexcenteſimo nonageſimo quarto in Offic' Cl'ici vocat̄ Town-Clerk Civit̄ Oxon' in Com̄ Oxon' debo modo elect̄ fuiſſet Quodq; ipſe viceſimo nono die Aprilis anno Dn̄i millimo ſexcenteſimo nonageſimo ſeptimo in idem Officium debo modo admiſſus jurat̄ & prefect̄ fuiſſet & q̄d ipſe tempore preſtac̄on' ſacrī pro deba execuc̄one Offic' pred̄ ea oīa preſtitiſſet & performaſſet que per Statut̄ in eo caſu nuper edit̄ & proviſ' requiruntur fore fact̄ & performand' tempore preſtac̄on' ſacrī illius & q̄d poſt tempus admiſſionis prefat̄ Job in Offic' pred' & ante impetrac̄on' Bris

Plea de Def. *Non aſſump.*

Venire fac' agard.

Verdict pur Pl.

Le Evidence done per le Pl.

Que il fuit admit, *&c.* en l' Office de Town-Clerk de *Oxford, 29 April* 1697.

Que le Def. ad receive 5 l. *&c.*

Que le proch' Seſſions *&c.* fuit 3 *Maij.*

Record de Seſſions de Peace tenus die *Jovis* 3 *Maij*, 9 *W.* 3. Regis.

Le Regiſter de noſmes de eux queux produce Certificates, *&c.*

Originalis ipſius Job ipſe prefat̄ Samuel recepiſſet de feodis & proficuis ad Officium predict̄ pertinen' ad valenc' quinq; lib̄t & q̄d General' Quarterial' Seſſio Pacis dc̄i Dn̄i Regis nunc in & pro Civitat̄ Oxon' pred' infra quam quidem libtatem idem Job adtunc reſidebat Anglice did reſide tent' prox' poſt admiſſion' p̄d Job in Offic' pred̄ tent' fuit tertio die Maij anno regni dc̄i Dn̄i Regis nunc nono Et ad proband' q̄d ipſe idem Job ad eandem Quarterial' Seſſion' pacis dict̄i Dn̄i Regis pro Civit̄ pred' tent̄ pred' tertio die Maij prox' poſt admiſſion' ipſius Job in Offic' pred' feciſſet & performaſſet ea om̄ia que per Statut̄ in eo caſu edit' & provis' requiruntur per eum ad eandem proximam Seſſion' Pacis pred' fore faciend' & performand' ipſe idem Job per Conciliū ſuū in evidenc' dedit & oſtendit Record Original' de Seſſion' Pacis dict̄i Dn̄i Regis in & pro Civit̄ pred' quor̄ quidem Record' tenor ſequitur in hec v̄ba: Civit' Oxon ſſ. Ad General' Quarterial' Seſſion' Pacis Dom̄ Regis Civit̄ Oxon' tent̄ apud Civit̄ Oxon' pred' pro eadem Civit̄ Suburb̄ & Libtat̄ ejuſdem die Jovis (viz.) tertio die Maij anno regni Dom̄ nr̄i Will'i tertij Dei Gr̄a Angl' Scoc' Franc' & Hibnie Regis Fidei Defens' &c. nono coram Timotheo Burne Ar̄ Majore Will'o Wright Ar̄ Recordatore & al' ſociis ſuis Cuſtodibus Pacis & Juſticiat̄ dict̄ Dom̄ Regis ad Pacem infra Civit̄ pred' conſervand' necnon ad div̄ſas Felonias & al' Malefacta in eadem Civit̄ Suburb̄ & Libtat̄ ejuſdem perpetrat' audiend' & terminand' aſſign' Regiſtrū & Record' nominum eor̄ qui perſonaliter comperuer̄ in Cur̄ ad Seſſion' ſuprad' & ibm in Cur̄ pred' delibaver̄ certific̄on' de eor̄ recepc̄on' Sacrum̄ Cene Dominice ſecdm̄ uſum Anglice uſage Eccl'ie Anglicane ſub manibꝫ reſpectivor̄ Miniſtror̄ & Ecclie Guardian' reſpect̄ paroch & parochial' Eccliar̄ ubi Sacrament̄ pred' ſic per eos reſpective recept̄ fuit & ſeperatim fecer̄ probac̄on' v̄itat̄ inde per duos credibil' teſtes ſuper ſacrm̄ ſecdm̄ formam Statut̄ in hum̄oi caſu edit̄ & provis' & ibm im̄ediate poſt delibac̄onem certificac̄on' & probac̄on' pred' in publica & apert' Cur̄ pred' inter horas nonam & duodecimam ante meridiem reſpectivor̄ dier̄ ſubſcripſer' ſecdm̄ formam Statut̄ pred' ſeperal' ſacrā ſpecificat̄ in quodam Actu Parliamenti anno regni Dom̄ Will'i nunc Regis & Dn̄e Marie nuper Regine Anglie &c. primo edit̄ & ſtabilit̄ pro eodem tempore preſtac̄on' juram̄ pred' ſeperal' fecer̄ & ſubſcripſer̄ Declaration' infraſcript̄ unacū ſubſcript̄ ipſis ſeperalibꝫ diebꝫ ejuſdm̄ Seſſion' in quibꝫ pred' certificac̄on' probac̄on' Jurament' Declaration' & ſubſcript̄ reſpective fact̄ fuer̄ que quidm̄ ſeperal' perſone tempore pred̄ ſubſcripſer̄ Aſſociation' ſecdm̄ Actum Parliamenti nuper edit' & provis' cujus quidm̄ Declaration' & Aſſociation'

ation' tenor ſequitur in hec ꝟba: I do declare, That I do believe that there is not any Tranſubſtantiation in the Sacrament of the Lords Supper, or in the Elements of Bread and Wine, at or after the Conſecration thereof by any perſon whatſoever. Whereas there has been a horrid and deteſtable Conſpiracy formed and carried on by Papiſts and other Wicked and Traiterous Perſons, for Aſſaſſinating His Majeſties Royal Perſon, in order to encourage an Invaſion from *France*, to ſubvert our Religion, Laws and Liberty: We whoſe Names are hereunto ſubſcribed do heartily, ſincerely and ſolemnly profeſs, teſtifie and declare, That his preſent Majeſty King *William* is Rightful and Lawful King of theſe Realms; and we do mutually promiſe and agree to ſtand by and aſſiſt each other to the utmoſt of our Power in the Support and Defence of his Majeſty's moſt Sacred Perſon and Government againſt the late King *James* and all his Adherents; and in caſe his Majeſty ſhould come to any violent or untimely Death (which God forbid) we do hereby further freely and unanimouſly oblige our ſelves to Unite, Aſſociate, and Stand by each other in revenging the ſame upon his Enemies, and in Supporting and Defending the Succeſſion of the Crown, according to an Act made in the Firſt Year of King *William* and Queen *Mary*, intituled, *An Act declaring the Rights and Liberties of the Subject, and the ſettling the Succeſſion of the Crown.* Charles Stoper Gr. Davies. Civit' Oxon' ſcilt' Ad General' Seſſion' pacis Dni Regis p̄d' tent' p Adjournament' a p̄ſat' die Jovis px' poſt Feſtu' Sc̄e Trinitat' uſq; ſecund' diem Julij apud Oxon' pred' in Com' pred' ſec̄do die Julij coram Timotheo Bourne Ar' Majore & Will'o Wright Ar' Recordator' & al' ſociis ſuis Cuſtodib; Pacis ac Juſtic' dc̄i Dn̄i Regis ad pacem Dni Regis in Civit' pred' Suburb' & Libtat' ejuſdem Civit' perpetrat' audiend' & terminand' aſſign' &c. Regiſtru' & Record' nōiu' eor' qui perſonal' comperuerunt in Cur' pred' Seſſion' ſupradict' & ibm in Cur' delibaver' certific̄on' de eor' recepc̄on' Sacrum Cene Dominice ſecdm uſum Anglice uſage Eccl'ie Anglicane ſub manib; reſpectivor' Miniſtror' & Eccleſie Guardian' reſpectivar' parochial' Eccleſiar' ubi Sacrament' ſuper eos reſpective recept' fuit & ſeperatim fecer' pbac̄on' Vitat' inde p duos credibil' teſtes ſuper ſacrm ſecdm formam Statut' in humoi caſu edit' & pviſ' & ibm imediate poſt delibac̄onem certific̄on' & probac̄on' pred' in publica & aperta Cur' inter horas nonam & duodecimam ante meridiem reſpectivor' dier' ſubſcripſer' ſecdm formam Statut' pred' ſeperal' ſacram' ſpecificat' in quodam Actu Parliament' anno regni Dni Willielmi nunc Regis & Dne Marie nuper Regine Angl' &c. primo edit' & ſtabilit' pro eodem tempore preſtac̄on' juramēt' pred' ſeperal' diebus ejuſdem Seſſion' in quibus pred' pro-

Le Declarat' concernant le Sacrament en *hæc verba.*

Le Aſſociat' en *hæc verba.*

Proch' Seſſions tenus per adjournment 2 *Julij* (nul an' mention.)

Le Regiſter de noſms de eux queux produce Certificates, *&c.*

pꝛoducc̄on' certific̄on' pꝛobac̄on' Jurament̄ Declarac̄on' & Subſcribt̄ reſpective fact̄ fuet̄ que quidm̄ ſeperal' perſone ad tempoꝛa pꝛed' ſubſcripſet̄ Aſſociac̄on' ſecdm̄ Actũ Parliam' nuper edit̄ & pꝛovis' cujus quidm̄ Declarat̄ & Aſſociat̄ tenoꝛ ſequit̄ in hec verba: I do declare, That I do believe that there is not any Tranſubſtantiation in the Sacrament of the Lords Supper, or in the Elements of Bread and Wine, at or after the Conſecration thereof by any perſon whatſoever. *Job Slatford.* Whereas there has been a horrid and deteſtable Conſpiracy formed and carried on by Papiſts and other Wicked and Traiterous Perſons, for Aſſaſſinating his Majeſty's Royal Perſon, in order to encourage an Invaſion from *France*, to ſubvert our Religion, Laws and Liberties: We whoſe Names are hereunto ſubſcribed, do heartily, ſincerely and ſolemnly profeſs, teſtify and declare that his preſent Majeſty King *William* is rightful and lawful King of theſe Realms, And we do mutually Promiſe and Engage to ſtand by and aſſiſt each other to the utmoſt of our Power in the Support and Defence of his Majeſty's moſt ſacred Perſon and Government, againſt the late King *James* and all his Adherents, And in caſe his Majeſty come by any violent or untimely Death (which God forbid) We do hereby further, freely and unanimouſly oblige our ſelves to Unite Aſſociate and ſtand by each other in the Revenging the ſame upon his Enemies, and in Supporting and Defending the Succeſſion of the Crown according to an Act made in the firſt Year of King *William* and Queen *Mary*; Entituled, *An Act declaring the Rights and Liberties of the Subject, and ſettling the Succeſſion of the Crown.* Job Slatford Gen' Cler' Com̄ Civit' Oxon'. *Job Slatford.* Ac ſuperinde Concilium pꝛedict̄ Samuelis ex parte ſua interpoſuet̄ admiſer̄ & conceſſer' quod p̄d Samuel' Thurſtan feoda & ꝓficua officij p̄d ad valenc̄ p̄d huiſſet & ꝑcepiſſet ſed objecer̄ & inſiſtebant q̄d Recoꝛd' p̄d ac materia in eiſdm̄ content̄ ſicut p̄fertur in Evidenciis dat̄ & oſtens' non fuer' ſufficien̄ in Lege ad ꝓband' q̄d ipſe idem Job ad eandem quarterial' Seſſion̄ pacis dicti Dni Regis ꝓ Civitat̄ p̄d tent̄ ꝓx' poſt admiſſion̄ ipſiꝫ Job in offic' p̄d feciſſet & ꝑfoꝛmaſſet ea omnia que ꝑ Statutũ in eo caſu edit̄ & ꝓvis̄ ad eandem Seſſion' pacis requiruntur foꝛe faciend̄ & ꝑfoꝛmand' & petier' e Juſtic' de Banco pꝛed' q̄d ipſi dicerent & declararent jur' p̄d q̄d Recoꝛd' p̄d & materia in eiſdem content̄ minus ſufficien̄ in lege fuer' ad pꝛoband̄ q̄d ipſe idem Job ad eandem quart̄al' Seſſion̄ pacis dicti Dni Regis ꝓ Civit̄ p̄d tent̄ ꝓx' poſt admiſſion̄ ipſius Job in offic' p̄d feciſſet & ꝑfoꝛmaſſet ea omnia que ꝑ Statut̄ in eo caſu edit̄ & ꝓvis' requiruntur foꝛe faciend' & ꝑfoꝛmand̄ p̄d tamen Juſtic' aſſeruer' & p̄d jur̄ infoꝛmaver' q̄d Recoꝛd' p̄d' & materia

Le except' al Evidence.

ſic ex parte p̄d' Job in Evidenciis dat̄ & oſtens' fuer̄ ſufficieñ in lege ad ꝓband' quod ipſe idem Job ad iſtam eandem quarterialem Seſſioñ pacis dicti Dn̄i Regis ꝓ Civit̄ p̄d' tent̄ ꝓx' poſt admiſſioñ ipſius Job in offic' p̄d' feciſſet & ꝑformaſſet ea omnia que ꝑ Statut̄ in eo caſu edit̄ & ꝓvis' ꝑ ipſum ad eandem Seſſioñ pacis ꝑquiruntur fore faciend' & ꝑformand' Et ſuꝑinde jur' p̄d' reddider' veredictum ſuũ ꝓ p̄d' Job Slatford quer' v̄ſus eundem Samuel' Thurſtan ꝑ q̄d idem Samuel ꝓ eo q̄d record' & materia p̄d' ex parte ipſius Samuelis ut p̄fertur in excepcoñ oblat̄ non apparent ꝑ record' veredict̄ jurator̄ p̄d' ꝑ concilium ſuũ requiſivit Juſtic' Cur' p̄d' ſecundum formam Statut' in humoi caſu edit̄ & ꝓvis' ad ſigilland' hanc p̄ſentem billam contineñ in ſe materiam p̄d' ex parte p̄d' Samuel' ſicut p̄fertur in Excepcoñ oblat̄ quaꝓpter idem Juſtic' ad requiſicoñ p̄d' Samuel' hanc billã ſigillaver' ſedente Cur̄ eodem die triacoñ exit̄ p̄d' &c.

Geo. Treby Edw. Nevill J. Powell Jo. Blencow.
N. Wright ꝓ quer' Edw. Lutwyche ꝓ Def.

Errors aſſigne.

Et ſuper hoc idem Samuel Thurſtan dic' q̄d in record' & ꝓceſſu p̄d' necnon in p̄d' materiis in p̄dict̄ bill' excepcoñ recitat̄ & comprehens' ac etiam in reddit̄ Judicij p̄d' manifeſte eſt erratum p̄ſertim in hoc q̄d p̄fat̄ capital' Juſtic' & Socij ſui Juſtic' coram quibus &c. non informabant jurator̄ jurat̄ p̄d' quod record' p̄d' ac materia in eiſdem content̄ ſicut p̄fertur in Evidenc' dat̄ & oſtens' non fuer̄ ſufficieñ in lege ad ꝓband' q̄d p̄d' Job ad quarterial' Seſſioñ pacis dicti Dn̄i Regis ꝓ Civitat̄ Oxoñ p̄d' tent̄ ꝓx' poſt admiſſioñ ipſius Job in offic' p̄d' feciſſet & ꝑformaſſet ea omnia & ſingula que ꝑ Statut̄ in eo caſu edit̄ & ꝓvis' ad eandem Seſſioñ pacis requiruntur fore faciend' & ꝑformand' erratum eſt etiam in hoc q̄d ꝑ record' p̄d' apparet q̄d Judic' in forma p̄d' reddit̄ fuit ꝓ p̄d' Job verſus p̄d' Samuel' ubi ꝑ legem terre hujus regni Angl' Judic' ill' reddit̄ debuiſſet ꝓ p̄d' Samuel' verſus p̄d' Job Et petit idem Samuel breve Dn̄i Regis ad p̄muniend' p̄d' Job Slatford eſſendi coram Dn̄o Rege apud Weſtm̃ auditur' record' & ꝓceſs' p̄d' & ei conceditur Ideo &c. quod Scire faceret p̄fat̄ Job quod ſit coram Dn̄o Rege in craſtiñ aſſencoñ Dn̄i ubicunqꝫ &c. auditur' record' & ꝓceſs' p̄d' ſi &c. Et ult̄ius idem dies dat̄ eſt p̄fat̄ Samuel' &c. ad quem diem coram Dn̄o Rege apud Weſtm̃ veñ p̄d' Samuel ꝑ Attorñ ſuum p̄d' Et Vic' non miſit inde breve p̄d' & p̄d' Job ꝑ Johannem Stone Attorn' ſuum gratis hic in Jur' ſilit̄ ven' ſuper quo pred' Samuel ut prius dic' q̄d in record' & ꝓceſs' pred' nec non in pred' materiis in pred' bill' excepcon' recitat̄ & comprehens' ac etiam in reddicone Judic' pred' manifeſt' eſt errat' allegand' Error̄ pred' per ipſum Samuel'

Scire fac'.

Les parties appeare.

Errors aſſigne Arreare.

muel' in forma pred' ſuperius allegat' & petit quod Judic' pred' ob Error' ill' & al' in record' & ꝓceſſu pred' exiſten' revocetur adnulletur & penitus ꝓ nullo ħeatur & quod ipſe ad omnia que occōne Judic' pred' amiſit reſtituatur Et quod pred' Job ad Error' p̄d' rejungat Et quod Cur̄ Dn̄i Regis hic ꝓcedat ad Examinacōn' tam record' & proceſs' pred' quam materiarum pred' ſuperius ꝓ Error̄ Aſſign' Et pred' Job dic' quod nec in record' & ꝓceſs' pred' aut materiis in pred' Billa Excepcōn' recitat' & comprehens' nec in reddit' Judic' pred' in ullo eſt errat' Et ſilit' petit quod Cur̄ dicti Dn̄i Regis hic ꝓcedat ad Examinacōn' tam record' & proceſs' pred' quam materiar̄ pred' ſuperius ꝓ Errore aſſign' Et quod Judic' pred' in omnibus affirmaretur ſed quia Cur̄ dicti Dn̄i Regis nunc hic de Judicio ſuo de & ſuper premiſs' reddend' nondum adviſatur dies inde dat' eſt partibus pred' coram dicto Dn̄o Rege uſque ubicunque &c. de Judicio ſuo inde audiend' eo quod Cur̄ dicti Dn̄i Regis nunc hic inde nondum &c.

In nullo eſt Errat'.

LE Caſe fuit un foits argue per Counſel d'Ambideux parts & mult fuit dit a prover que les Records avantdit ne fueront ſufficient Evidence a prover que le Plaintiff al prochein Seſſions *&c.* apres le admiſſion de luy en le dit Office, ad priſe les Serements de Supremacy & Allegiance, *&c.* accordant al Stat. de 25 *Car.* 2. *cap.* 2. Mes le Court dit riens al Matters urge per le Counſel, car le Chief Juſtice obſerve un defect en le Bill d'Exceptions, que prevent le priſal de eux en conſideration, Que fuit, que ne appiert en le Caſe mes que les Profits de le Office, charge d'eſtre receive per le Defendant, & pur queux le Verdict eſt done, fueront receive per le Defendant puis le admiſſion del Plaintiff en le Office, & devant le prochein Seſſions, & ſi fuit iſſint,coment ſerroit admit que le Plaintiff n'ad priſe les Serements ou auterment luy qualifie accordant a les Stat. iſſint que per ceſt default ſon Office devient *ipſo facto* void pur le temps a vener, uncore ceo ne prove mes que il fuit compleate Officer pur tout le temps apres ſon Admiſſion & devant default, *&c.* Et ad droit al touts les Perquiſits del Office & bien capable a Demander Satisfaction vers aſcun que durant ceo temps uſurpe ſur luy, & ſur ceſt reaſon ſolement le Judgment fuit affirme, come Jeo oye *ex Relatione* de Counſel de Pl. en le Brief d'Error. Mes uncore Jeo ſerra un brief Report de ceo que fuit dit pur le Plaintiff en le Argument ſur le Brief d'Error.

Et primerment fuit dit, que ne puit eſtre pretend que *Slatford* ad priſe les Serements, *&c.* al le primer Seſſions, tenus 3 *Maij* 9 *W.* car le Record de ceſt Seſſions fiſt mention ſolement d'un Regiſter de les Noſmes de eux queux produce Certificates, & ont priſe les Serements, *&c.* Mes le Noſme de *Job Slatford* n'eſt inſert en ceſt Record.

Et le Seſſions tenus 2 *Julij* ne poit eſtre priſe d'eſtre un Adjournment de le Seſſions tenus 3 *Maij*, pur ceux Reaſons :

1. Pur ceo que le primer Seſſions tenus 3 *Maij* eſt iſſint Stile, *ſcilt' Ad General' Quarterial' Seſſion' Pacis Dom' Regis tent' apud* Oxoñ, *&c.* & le Seſſions tenus 2 *Julij* eſt iſſint Stile, *viz. Ad General' Seſſion' Pacis*, &c. *tent' per Adjournament' a præfato die* Jovis *prox' poſt Feſtum Sanctæ Trin' uſq; ſecundum diem* Julij *apud* Oxoñ *præd' in Com' præd' ſecundo die* Julij (nul an eſteant noſme) iſſint que eſt grand difference enter eux, car coment que cheſcun General Quarter Seſſions eſt *General' Seſſio Pacis* uncore cheſcun General Seſſions n'eſt General Quarter Seſſions.
2. Pur ceo que le primer Seſſions fuit devant Juſtices de Paix & de Oyer & Terminer, & le ſecond fuit devant Juſtices de Paix ſolement, & iſſint ils differ en ceſt reſpect.
3. Pur ceo que le Record de le primer Seſſions dit, que le dit Seſſions fuit tenus *die Jovis tertio Maij*, ſans feſance de aſcun mention que ceo fuit tenus *die Jovis* apres aſcun Feaſt; Mes le Record de le ſecond Seſſions dit, que il fuit tenus per Adjournment *a præfat' die Jovis prox' poſt Feſtum ſanctæ Trin'*. Le quel ayant un retroſpect al un auter diſtinct Record doit eſtre priſe enſemble, & nul part de ceo poit eſtre reject, come poit eſtre lou en un meſme le Record un jour certain eſt fixe, & apres mention eſt fait de jour avantdit ove un additional variance de le primer part de le Record, la le primer part poit eſtoyer, & le miſpriſion poet eſtre reject; & donc ceo eſt auter variance enter les deux Records.
4. Pur ceo que ne appiert al quel ſecond jour de *July* le Adjournment fuit fait, ne ſur quel ſecond jour de *July* le ſecond Seſſions fuit tenus, *ſcilt'* le ſecond jour de *July*, 9 *Will.* ou en aſcun auter añ; & ſi fuit en aſcun auter añ, donc fuit void, car un adjourne Seſſions ne poit invader ou curger en un auter ſubſequent Seſſions.

Nota, Que le Record de ſecond Seſſions de Paix eſt tiel : *Regiſtrum nomin' eorum qui perſonalit' comperuer'*, &c. *Et ibidem in Cur' deliberaver' Certification'*, &c. *Et ibidem immediate poſt deliberat'*, &c. *in publica & aperta Curia inter horas*, &c. [*ſubſcripſer'*] *ſecundum formam Statut' præd' ſeperalia Sacramenta ſpecificat' in* *quodam Actu*, &c. *edit' & ſtabilit'* [*pro*] *eodem tempore præſtation jurament' præd' ſeperalit' fecer' & ſubſcripſer' Declarat' infraſcript'*, iſſint que le parol *ſubſcripſer'* eſt incert en lieu de *fecerunt*, & le parol [*pro*] eſt incert en lieu de parol [*&*], per que le Record eſt tout ouſterment imperfect cibien al ſubſcript' de Declarat' come al priſal de les Serements, & ſur Examination de le Record meſme en *B. R.* appiert d'eſtre iſſint.

Finis Vol. I.

quodam Actu, &c. *edit' & ſtabilit'* [*pro*] *eodem tempore præſtation jurament' præd' ſeperalit' fecer' & ſubſcripſer' Declarat' infraſcript'*, iſſint que le parol *ſubſcripſer'* eſt incert en lieu de *fecerunt*, & le parol [*pro*] eſt incert en lieu de parol [&], per que le Record eſt tout ouſterment imperfect cibien al ſubſcript' de Declarat' come al priſal de les Serements, & ſur Examination de le Record meſme en *B.R.* appiert d'eſtre iſſint.

Finis Vol. I.